Commonwealth of Virginia
Virginia Information Technologies Agency

VIRGINIA ELECTION & REGISTRATION INFORMATION SYSTEM (VERIS) & SERVICES

Date: June 24, 2005

Contract #:   VA-041214-USYS

Contractor: Unisys Corporation
                                                     4701 Cox Road
                                                     Suite 400
                                                     Glen Allen, VA 23060

FIN: 38-0387840

Term: December 29, 2004 – December 30, 2006

Payment: Net 30 days

For Additional Information:

Technical Contact:
State Board of Elections Contact:
Gene Greenwood
Phone: 804-225-3139
E-Mail: gene.greenwood@vita.virginia.gov

Contract Information:
Virginia Information Technologies Agency
Mike Novak
Phone: 804-371-5563
E-Mail: mike.novak@vita.virginia.gov

NOTES: Individual Commonwealth of Virginia employees are not authorized to purchase equipment or
            services for their personal use from this Contract.

            For updates, please visit our Website at http://www.vita.virginia.gov/procurement/contracts.cfm

VIRGINIA INFORMATION TECHNOLOGIES AGENCY (VITA): Prior review and approval by VITA
for purchases in excess of $100,000.00 is required for State Agencies and Institutions only.

CONTRACT CHANGE LOG

Change No.	Description of Change	Effective Date
1	Redefines architecture of the VERIS application	5/25/05
2	Replaces language for parts of Sections X and XIII and replaces Attachment A	6/21/05

AMENDMENT #2 TO
AGREEMENT VA-041214-USYS
BETWEEN THE COMMONWEALTH OF VIRGINIA, through the
VIRGINIA INFORMATION TECHNOLOGIES AGENCY AND
UNISYS CORPORATION

Pursuant to the terms and conditions set forth herein, the Virginia Information Technologies Agency (hereinafter referred to as "VITA"), pursuant to §2.2-2012 of the Code of Virginia, and Unisys Corporation ("Supplier") hereby agree to amend the terms and conditions of that certain Agreement VA-041214-USYS between the Commonwealth and Supplier effective December 29, 2004 (the "Contract"). This amendment is hereby incorporated in and made an integral part of the Contract in the following particulars:

1. VITA and Unisys agree to delete the last sentence of Section X (Scope of Solution), p.12, Part A. (VERIS Timeline) and replace it with the following: "Subsequent changes to the project plan shall be mutually agreed upon by the SBE and Vendor VERIS Project Managers and set forth in writing."

2. VITA and Unisys agree to delete the following contract language located in Section XIII (Final Acceptance and Criteria), Last Paragraph, p. 14 (c) "the date the Commonwealth processes live data through the VERIS system for purposes other than carrying out acceptance tests." Further, VITA and Unisys agree to replace the deleted language above with the following: "(c) January 5, 2006, if the State Board of Elections utilizes the VERIS system as a production system after January 5, 2006. Such acceptance shall in no way relieve Unisys of its obligations to meet all of its requirements set forth in Attachment A of this Agreement regarding all the documents and deliverables described therein.

3. VITA and Unisys agree to delete Attachment A of the Contract in its entirety and replace it with the revised Attachment A that is attached to this Amendment.

The foregoing is the complete and final expression of the parties' agreement to modify Contract VA-021402-USYS. Contract VA-021402-USYS cannot be modified, except by a writing signed by a duly authorized representative of both parties.

The effectiveness of this Amendment is conditional upon the endorsement in a form satisfactory to VITA by Liberty Mutual Insurance Company of its "Standard Performance Bond" and "Standard Labor and Material Payment Bond" each of which is number 019-011-080.

ALL OTHER TERMS AND CONDITIONS OF CONTRACT VA-021402-USYS REMAIN UNCHANGED.

PERSONS SIGNING THIS CONTRACT MODIFICATION ARE AUTHORIZED
REPRESENTATIVES OF EACH PARTY TO THIS CONTRACT AND ACKNOWLEDGE
THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS
OF THE CONTRACT.

UNISYS CORPORATION

BY: _James Matte_

NAME: _JAMES MATTE_

DATE: _6/17/05_

COMMONWEALTH OF VIRGINIA

BY: _Leslie R Carter_

NAME: _Leslie R. Carter_

DATE: _6/21/2005_

ATTACHMENT A
(Revised per Amendment No. 2)
PROJECT TIMELINE, DELIVERABLES, ACCEPTANCE
CRITERIA AND PAYMENT SCHEDULE

Virginia Election
and
Registration Information System
(VERIS)

Project Timeline, Deliverables,
Acceptance Criteria and Payment Schedule

1. Project Timeline - Deleted

2. Deliverables

The following table provides a list of all project major deliverables. The Acceptance Criteria is as per attachments, appendices, and RFP documents as indicated.

Major Deliverables and Acceptance Criteria

No	ID #	Description of Major Deliverables	Documents Containing Acceptance Criteria
1.	PM-1.0	Project Management: Initial Deliverables	Attachment PM
2.	PM-2.0	Project Management: Project Plan, Core and Facilitating Processes	Attachment PM
3.	FT-1.0	FirstTuesday™ Baseline Version – Delivery	Delivery of the baseline version of *FirstTuesday*™ (COTS package) on February 20, 2005.
4.	DC-1.0	Data Conversion and Migration – Planning & Execution	Attachment DC, Appendix B: Technical Requirements of VERIS RFP (Section T-11), Appendix G: VVRS Data Structures of VERIS RFP
5.	DC-2.0	VGIN Data Conversion – Reprecincting and Redistricting, including Training	Attachment DC, Appendix B: Technical Requirements of VERIS RFP (Section T-11), Appendix G: VVRS Data Structures of VERIS RFP
6.	BR-1.0	VERIS Business Requirements	Attachment BR, Appendices A & B of VERIS RFP
7.	BR-2.0	VERIS Business Requirements Design Acceptance (non-reporting components)	Attachment BR, Appendices A & B of VERIS RFP
8.	CR-1.0	VERIS Customized Reports – Specifications, Design and Acceptance	Appendix A: Business Requirements of VERIS RFP, Attachment CR, And as defined in the WBS
9.	IF-1.0	VERIS External Interfaces	Attachment IF, Appendix B: Technical Requirements of VERIS RFP (Section T12: Interface Requirements)
10.	AD-1.0	VERIS System Administration – Definition of Requirements (Role-based user-ID, Passwords, Authentication, etc.)	Appendix A: Business Requirements of VERIS RFP, Appendix B: Technical Requirements of VERIS RFP
11.	AD-2.0	VERIS System Administration – Validation and Final Acceptance (Role-based user-ID, Passwords, Authentication, etc.)	Appendix A: Business Requirements of VERIS RFP, Appendix B: Technical Requirements of VERIS RFP,
12.	TR-1.0	Technical Architecture –Validation of Requirements	Attachment TR, Appendix B: Technical Requirements of VERIS RFP
13.	TR-2.0	Technical Architecture – Acceptance of Performance, Scalability and Security	Attachment TR, Appendix B: Technical Requirements of VERIS RFP
14.	ME-1.0	Mock Election Plan and Delivery of Training	Attachment ME, Appendix B: Technical Requirements of VERIS RFP (Replacing Parallel Runs with Mock Election)
15.	ME-2.0	Mock Election Execution Support and Acceptance of Results	Attachment ME, Appendix B: Technical Requirements of VERIS RFP (Replacing Parallel Runs with Mock Election)
16.	TP-1.0	User Training Plan	Attachment TP, Appendix B: Technical Requirements of VERIS RFP
17.	TP-2.0	User Training – Delivery and Acceptance	Attachment TP, Appendix B: Technical Requirements of VERIS RFP
18.	TP-3.0	Other User Training	Attachment TP, Appendix B: Technical Requirements of VERIS RFP
19.	TP-4.0	Technical Training	Attachment TP, Appendix B: Technical Requirements of VERIS RFP

No	ID #	Description of Major Deliverables	Documents Containing Acceptance Criteria
20.	UA-1.0	User Acceptance Test (UAT) Strategy, Approach and Delivery of the UAT Plan	Attachment UA, Appendix A: Business Requirements of VERIS RFP, Appendix B: Technical Requirements of VERIS RFP
21.	IA	Interim Acceptance	Attachment IA, Appendix A: Business Requirements of VERIS RFP, Appendix B: Technical Requirements of VERIS RFP
22.	UA-2.0	User Acceptance Test (UAT) – Execution	Attachment UA, Appendix A: Business Requirements of VERIS RFP, Appendix B: Technical Requirements of VERIS RFP
23.	UA-3.0	User Acceptance Test (UAT) Acceptance Criteria	Attachment UA, Appendix A: Business Requirements of VERIS RFP, Appendix B: Technical Requirements of VERIS RFP
24.	UD-1.0	End-user Documentation – Delivery and Acceptance	Attachment UD, Appendix B: Technical Requirements of VERIS RFP
25.	UD-2.0	Technical Documentation –Delivery and Acceptance (in support of the VERIS operations and maintenance)	Attachment UD, Appendix B: Technical Requirements of VERIS RFP
26.	UD-3.0	User Documentation (Reports) – Delivery and Acceptance (for Standard Reports Library and Customized Reports)	Attachment UD, Appendix B: Technical Requirements of VERIS RFP
27.	GL-1.0	VERIS Deployment (Go Live) Plan and Support	Attachment GL
28.	GL-2.0	VERIS Deployment Completion Report and Validation	Attachment GL
29.	FA	Final Acceptance of all VERIS Deliverables	RFP # 2004-035 with All Appendices including revisions and modifications, Terms and Condition of the Contract, Deliverables contained in all Attachments in this document

Attachment PM: Project Management

PM-1.0 Project Management – Initial Deliverables

PM-1.1: Project Initiation
Project Initiation Management tasks to support:

- Preparing for and participating in the project kickoff meeting
- Setting the project goals
- Defining the project team roles and responsibilities
- Defining Project team specific assignments
- Setting up and training the team on the use of Project Information Portal

PM-1.2: Project Execution and Control
Set up project management and control mechanisms:

- Developing the MS Project file with all milestones, deliverables, and project tasks (start and end dates, duration, dependencies, resource assignments
- Monitoring and tracking completion of work tasks
- Creating and managing an on-line repository
- Document management and version control for all deliverables and work products
- Managing issues and risks by keeping the repository current and reporting to the VERIS Project Manager.

PM-1.3: Project Portal Implementation
Acceptance of the Project Portal implementation used to provide communications to all project team members and to manage document version control for all project documents.

PM-1.4: Project Team Orientation
Project procedures and processes will be defined and presented to all applicable team members. This process will be repeated throughout the project as necessary to address changes in project team staff assignments.

PM-1.5: Project Status Reporting
Weekly Status Reports: Conduct weekly project status meetings and create weekly project status summary report.
Monthly Status Reports: Provide the detailed monthly status report as required. The report should address the following Key Status Indicators (KSI) questions.

1. Is the project on track to meet the planned performance requirements as reflected in the measures of success?
2. Are the costs within the planned budget?
3. Is the project on schedule?
4. Does the project remain within the approved scope?
5. Is the project being managed to minimize or mitigate the identified risks?
6. Current Overall Project Status Indicator:
   – On track
   – Warning, consider corrective action or monitor previous corrective action.
   – Problem, immediate corrective action required.

PM-1.6: Oversight Committee Meetings
Participate and present the project updates to Agency Project Oversight Committee meetings as needed. Unisys will meet and present to Agency and/or Secretariat Oversight Committees if required.

PM-1.7: Independent Verification and Validation (IV & V)
Unisys will comply with and make their project staff available for the purpose of IV & V conducted by an independent organization to be selected by SBE.

PM-1.8: Blueprint for SBE Business Model

Unisys will provide 3D-VE (3 Dimensional Visible Enterprise) workshop to team members and stakeholders and deliver a fully documented blueprint for the SBE Business Model.

PM-2.0: Project Management – Project Plan, Core and Facilitating Processes

PM-2.1: Project Plan – Delivery
The project plan as delivered will be a VERIS baseline plan (MS Project document) as the basis for the management and control of the VERIS project. The Plan will be maintained and modified throughout the project. The project plan will include, but is not limited to:

1. *FirstTuesday*™ Delivery Plan phases including:
   a) Analysis
   b) Design
   c) Development
   d) Testing
2. Data Conversion and Migration
3. Technical Architecture Deployment
4. Mock Election
5. Locality Transition and Coordination
6. Training Plan (SBE/Localities/VITA)
7. Security Testing
8. Performing Testing
9. UAT Acceptance
10. Implementation Plan (Go Live)
11. Operations and Help Desk Plan
12. Project Management and Status Reporting

PM-2.2: Project Plan: Project Core Processes
Following the PMI/COV project management guidelines, deliver the following documents detailing the major project core processes and activities, including but not limited to:

1. Project Scope and Objectives Refinement
2. Work breakdown Structure (WBS) Development
3. Organizational Breakdown Structure (OBS)
4. Activity Definition and Sequencing
5. Project Resource Plan (including SBE locality, VITA staff and Unisys/Quest staffing schedules)
6. Project Schedule Development
7. Project Budget Plan
8. Project Performance Plan

PM-2.3: Project Plan: Facilitating Processes
Following the PMI/COV project management guidelines, deliver the following documents detailing all major project facilitating processes and activities, including but not limited to:

1. Risk Management Plan
2. Project Communications Plan
3. Configuration Management Plan
4. Project Quality Action Plan
5. Change Control and Management Plan
6. Project Planning Transition Checklist

PM-2.4: SBE Work Flows
Review existing SBE workflows and define new SBE workflows for VERIS.

Attachment DC: Data Conversion and Migration

DC-1.0: Data Conversion and Migration – Planning and Execution

DC-1.1: Information Portal
Delivery and set-up of the Project Information Portal containing information about the project plan, data conversion plan and on-going status of the project and conversion efforts.
Provide the ability of the portal to communicate with the localities on all activity of data conversion and migration.

DC-1.2: Data Conversion Specification
Detailed specifications describing the source system (VVRS and backup tapes) data conversion requirements to assist the project team and the localities to identify data conversion design details and potential issues, solutions.

DC-1.3: Data Cleansing Design
Detailed design specifications on how each locality's data will be cleansed.

DC-1.4: Data Conversion Mapping Design
Data conversion design for each locality; mapping source data to the target data requirements, including details on how missing or incorrect data will be processed.

DC-1.5: Data Conversion Execution
Execution of the data conversion Plan for all localities; extract, transform and load into VERIS SQL database.

DC-2.0: VGIN Data Conversion – (Reprecincting / Redistricting, including Training)

DC-2.1: Data Conversion – GIS (VGIN)
Specify GIS initial data loading specification
Provide data conversion and migration initial loading of street file (address library), precincts data, and districts boundaries.

DC-2.2: VGIN Training
Conduct training for specified users on the use of the GIS redistricting / reprecincting functionally at the facilities provided by Unisys.

Attachment FT: First Tuesday Baseline Release

FT-1.0: First Tuesday Baseline Version – Delivery
The delivery of the *FirstTuesday*™ software baseline version (for customization to meet VERIS Business and Technical Requirements).

Attachment BR: Business Requirements (customization)

BR-1.0: VERIS Business Requirements

BR-1.1: Business Requirements & Validation
Conduct the gap analysis and gather requirements; deliver the detailed analysis and definition of VERIS requirements (except reports) for customization of *FirstTuesday*™.

The requirements analysis will be done as per RFP 2004-035, Appendix A: Business Requirements. SBE review and approval will establish the baseline for the final design, development, and configuration of the solution.

BR-1.2: *FirstTuesday*™ **Database Tables**
Complete Technical documentation of the database design of the *FirstTuesday*™ application for review and use to support the analysis and design activities.

BR-1.3: Graphical User Interface (GUI) Standards
Provide the design of the user interface and the documentation of the standards necessary to support the design of all VERIS screens – data entry, inquiry, display, and update functions (such as change, delete, etc.) insuring that there is no screen scrolling.

BR-2.0: VERIS Business Design Acceptance (non-reporting components)

Provide the business design documents for SBE review and approval.

Attachment CR: Customized Reports

CR-1.0: VERIS Customized Reports Requirements, Design and Acceptance

CR-1.1: Reports Specifications
Gather and analyze the report requirements and deliver the requirements document.

CR-1.2: Reports Design Documents
Submit the reports design documents with report layouts for review and approval.

CR-1.3: Acceptance of Customized reports
Delivery and Acceptance of all customized reports.

Attachment IF: VERIS Interface Requirements

IF-1.0: VERIS External Interface – Requirements Analysis, Design, Delivery and Acceptance

IF-1.1: Definition and Analysis of Requirements
Detailed definitions of all business and technical requirements of the interfaces as follows:

1. DMV (Commonwealth's Department of Motor Vehicles) including bar code scanning and identification verification
2. Bureau of Vital Statistics
3. Social Security Administration Death Master File
4. Law Enforcement (State Police and U.S. District Courts)
5. VIPNet (Virginia Information Provider Network)
6. USPS (United States Postal Service) Address File
7. SBE's Campaign Finance System
8. VGIN (Virginia Geographical Information Network)
9. SBE Exchange Server
10. Secretary of Commonwealth (restoration of felons' rights)

IF-1.2: Design
Detailed design of all business and technical requirements of the interfaces.

IF-1.3: Delivery & Acceptance – DMV Interface
Delivery, testing and acceptance of the DMV Interface.

IF-1.4: Delivery & Acceptance – Bureau of Vital Statistics Interface
Delivery, testing and acceptance of the Bureau of Vital Statistics Interface.

IF-1.5: Delivery & Acceptance – Social Security Administration Master Death File Interface
Delivery, testing and acceptance of the Social Security Administration Master Death File
Interface.

IF-1.6: Delivery & Acceptance – Law Enforcement (State Police U.S. District Courts) Interface
Delivery, testing and acceptance of the State Police and the U.S. District Courts Interface.

IF-1.7: Delivery & Acceptance – VIPNet Interface
Delivery, testing and acceptance of the VIPNet Interface.

IF-1.8: Delivery & Acceptance – USPS Address File Interface
Delivery, testing and acceptance of the USPS Address File Interface.

IF-1.9: Delivery & Acceptance – SBE Campaign Finance System Interface
Delivery, testing and acceptance of the SBE Campaign Finance System Interface.

IF-1.10: Delivery & Acceptance – VGIN Interface
Delivery, testing and acceptance of the VGIN Interface.

IF-1.11: Delivery & Acceptance – SBE Exchange Server (2000) Interface
Delivery, testing and acceptance of the SBE Exchange Server interface.

IF-1.12: Delivery & Acceptance – Secretary of Commonwealth Interface
Delivery, testing and acceptance of the Secretary of Commonwealth Interface.

Attachment AD: VERIS Administrative Requirements

AD-1.0: VERIS System Administration– Definition of Requirements

Design, development and delivery of all VERIS Administrative Requirements as defined in
Appendices A and B of the RFP-2004-035.

AD-2.0: VERIS System Administration – Validation and Final Acceptance

Validation and acceptance of VERIS Administrative requirements.

Attachment TR: VERIS Technical Requirements

TR-1.0: Technical Architecture – Validation of Environments

TR-1.1: Configuration / Set up of Environments (Training/Practice, Q/A and Production)
Configure and set up the hardware and software environments in support of the project activities
in training/practice, Q/A, and production environments.

TR-1.2: Technical Architecture – Testing and Implementation

Testing of the hardware and software environments required to support the analysis, design, development and integration testing activities and implementation of the servers' hardware and software required to host in the VITA data center.

TR-1.3: Localities Readiness
Assist in the preparation and delivery of the checklist of hardware, software, and networking/ telecommunication at each of the 134 locality locations and SBE.

TR-2.0: Technical Architecture – Acceptance of Performance, Scalability and Security

TR-2.1: System Performance and Scalability
The deliverable will include the system performance criteria (performance testing plan) to meet the response time, Service Levels and other VERIS performance requirements (e.g., load testing, stress testing). Report the results of the performance testing.

TR-2.2 Information Security
Prepare and deliver the security testing plan. Conduct security testing to meet or exceed all security requirements of the system.

Attachment ME: VERIS Mock Election

ME-1.0: Mock Election Plan and Delivery of Training

ME-1.1: Mock Election Plan
Delivery of Mock Election Plan, complete with test scripts and use cases for 5 localities and SBE.

ME-1.2: Mock Election Training
Delivery of Mock Election classroom training for 5 selected localities and SBE participating in the Mock election.

ME-2.0: Mock Election Execution Support and Acceptance of Results

ME-2.1: Mock Election Execution and Support
Execution of the Mock Election; provide on-site support to 5 localities and SBE during the mock election from 5 regional support centers.

ME-2.2: Mock Election Results Validation and Acceptance
Preparation and delivery of the Mock Election report (results) and validation and acceptance of the mock election results.

Attachment TP: Training Plan

TP-1.0: Training Plan

TP-1.1: Training Requirements
Delivery of the detailed definition of all training requirements (both user and technical) of the System.

TP-1.2: User Training Design
Detailed design of the training documentation of the System.

TP-1.3: User Training Materials
Development of the training material; Delivery and acceptance of the user training material.
Delivery and set-up of the Practice System (replicating the production system) for users to refresh or sharpen the skills.

TP-1.4: User Training Facilities
Provide the training facilities and training equipment for the regional classroom training at the following locations:
- Richmond
- Virginia Beach
- Reston
- Roanoke
- The Commonwealth will be responsible for providing the training facility for localities in far western region.

TP-2.0: User Training – Delivery and Acceptance

TP-2.1: User Training Delivery – Introductory
Delivery of instructor-lead training up to 345 end users; The training will consist of 2-day basic training. User training will cover Mock Election training to 6 selected localities and SBE staff and introductory training to all end users and SBE staff before the roll out.

TP-2.2: User Testing Metrics and Tests Results – Introductory
Develop performance metrics to evaluate the performance (using multiple levels as defined in Section 5.1 of the Response to the RFP 2004-035).
Conduct the web-based certification tests of all participants who have completed the training and provide the test reports.

TP-2.3: User Training Delivery – Advanced
Delivery of instructor-lead training up to 345 end users. The training will consist of 2-day advanced training to include VGIN training specified in deliverable DC-2.2.

TP-2.4: User Testing Metrics and Tests Results – Advanced
Develop performance metrics to evaluate the performance (using multiple levels as defined in Section 5.1 of the Response to the RFP 2004-035).
Conduct the web-based certification tests of all participants who have completed the training and provide the test reports.

TP-3.0: Other User Training

TP-3.1: Web-based Refresher Annual Updates
Provide annual updates to training based upon application updates.

TP-3.2: Web-based Refresher Training
Delivery and set-up of web-based information portal for refresher training and seasonal or casual user training.

TP-3.3: On-going Annual Training (Optional)
Delivery of annual training based upon application (VERIS) updates.

TP-4.0: Technical Training – Delivery and Acceptance

TP-4.1: Technical Training Design
Delivery of technical training design documents.

TP-4.2: Technical Training Delivery
Delivery of technical training.

Attachment GL: Deployment (Go Live)

GL-1.0: VERIS Deployment (Go-Live) Plan and Support

GL-1.1: Individual Locality Deployment (Live Go) Plans
Deployment Plan for each Locality and SBE covering hardware, software, networking/ telecommunication and other specific activities.

GL-1.2: Production Environment
Prepare, configure and test the production environment for the deployment support.

GL-1.3: On-Site Deployment Support
Provide on-site technical staff for deployment support to SBE, localities and VITA during VERIS roll out period. Unisys technical staff will provide the deployment support from 4 regional centers to cover all localities.

GL-1.4: Election Information Portal
Set-up of the Information portal to be utilized after the go-live.

GL-2.0: VERIS Deployment Completion Report and Validation

GL-2.1 Validation of Deployment
Validate and produce the successful deployment of VERIS at SBE and 134 localities.

Attachment UD: User Documentation

UD-1.0: End User Documentation – Delivery and Acceptance

Delivery and acceptance of the end user documentation such as:
1. VERIS user documentation
2. HELP documentation:
   - Help System documentation on-line, context-sensitive help features
   - Robo-Help software documentation (technical and user)
   - Delivery of all help documentation on-line on the VERIS servers
   - Election Information Portal for collaboration, sharing best practices, and communication between SBE and localities users
   - Quick reference guides (Flip Charts)
   - The learning village and the learning system documentation (variety of materials such as practice sessions for users, reference material, chat room for users to share ideas).

UD-2.0: Technical Documentation – Delivery and Acceptance

Delivery and acceptance of the technical documentation in support of operations and modification of *FirstTuesday*™ to meet VERIS requirements.

UD-3.0: User Documentation (Reports) – Delivery and Acceptance

Delivery and acceptance of the user documentation for the Standard Reports Library and Customized Reports.

Attachment UA: Final User Acceptance Criteria

UA-1.0: User Acceptance Strategy, Approach and Delivery of the UAT Plan

UA-1.1: Acceptance Strategy and Approach

The Commonwealth of Virginia is responsible for testing of VERIS Software for acceptance and will be assisted by Unisys. Unisys will provide a test plan, testing scripts and test cases as part of its user acceptance activities, procedures and tools to track testing progress and defect resolution activities. Unisys will also provide the methodology used to test the performance of the System to verify it meets the Commonwealth's business and technical requirements as set forth in this contract. Finally, Unisys will configure the VERIS testing environment and support testing activities.

Unisys will deliver VERIS to the Commonwealth for User Acceptance Testing by SBE, Localities and VITA. Documentation of the resolution of issues and defects will be by Unisys and its subcontractors. The final acceptance of VERIS will be conducted in five phases:

1. All business requirements, functions and features
2. All technical requirements, functions and features
3. All report requirements
4. All external interface requirements
5. Random testing of all of the above (mixed mode testing)

UA-1.2: User Acceptance Test Plan

The User Acceptance Test Strategy will identify the high-level approach to the various testing activities and will documented in the User Acceptance Test Plan. The Acceptance Test Plan will be drafted by Unisys and will describe the overall approach to acceptance testing, including the specific tests to be performed, the roles and responsibilities of project team members during the testing, and the period of such testing. The plan will also document the procedures for correcting errors and testing subsequent corrections during the acceptance period. All business and technical requirements will be referenced by test numbers to verify that the final solution meets all of the requirements set forth in this contract. The Acceptance Test Plan may be modified as mutually agreed upon by Unisys and SBE.

UA-1.3: Acceptance of Test Script Attributes – Interim Acceptance
As part of the assistance provided by Unisys to the Commonwealth, Unisys shall develop preliminary test scripts based on the test cases (as per Appendix A and B of the RFP 2004-035, which will include:

• Procedure for carrying out test including necessary resources
• Test conditions
• Expected results

• Automated tool for tracking and documenting results

UA-1.4: Acceptance Test Script Inventory – Interim Acceptance
In addition to the development of scripts to test the success of the solution in meeting all business and technical requirements, test scripts will be developed to test the following aspects of the solution:

• Information Security
• Performance
• Scalability
• Failover Tests (Web Servers, Application Servers and clustered DB servers)
• Interface to the Department of Motor Vehicle (DMV)
• Interface to the Bureau of Vital Statistics (BVS)
• Interface to the State Police
• Interface to the U.S. District Courts
• Interface to Election Night Reporting (VIPNet)
• Interface to the Campaign Finance Database
• Interface to the SBE Exchange Server
• Interface to the SSA Death Master File
• Interface to the VGIN / GIS

UA-1.5: Acceptance of Test Script Attributes – Final Acceptance
As part of the assistance provided by Unisys to the Commonwealth in support of Final Acceptance Activities, Unisys shall develop final test scripts to test all functionality introduced into VERIS after Interim Acceptance based on the test cases (as per Appendix A and B of the RFP 2004-035, which will include:

• Procedure for carrying out test including necessary resources
• Test conditions
• Expected results
• Automated tool for tracking and documenting results

UA-1.6: Acceptance Test Script Inventory – Final Acceptance
Develop test scripts to test all functionality introduced into VERIS after Interim Acceptance and prior to Final Acceptance.

UA-2.0: User Acceptance Testing (UAT) – Execution for Interim Acceptance

UA-2.1: Defect and Issue Tracking

All test script results will be documented, and any expected results or issues will be tracked utilizing an automated tracking system such as from Rational. Each defect or issue reported will be rated according to the following scale:

1. **Priority A (Critical):** Critical functionality failure exists with excessive risk to the ability to use the VERIS system, or an application catastrophic failure has occurred or is very likely to occur imminently.

2. **Priority B (High):** There is a high risk that the application will not perform critical functions. The issue stops VERIS users from performing a function. Desired functionality is missing. No work around is available.

3. **Priority C (Medium/Low):** Desired functionality is not as indicated in VERIS requirements. Work-around is available, however, some risk exists. May be inconvenient to users to operate for a period not to exceed two weeks.

Trouble reports will be reviewed and prioritized by the joint project management team (consist of VERIS and Unisys project managers and development/testing leads). Corrected software will be installed by Unisys and retesting will be coordinated as necessary.

Acceptance will be in accordance with the procedures established in the User Acceptance Test Plan. Any Component of VERIS Software will be deemed to have met the requirements for Acceptance if Commonwealth determines there is no Priority A or B deviations and there is a plan, acceptable to the Commonwealth, for prompt corrective action of the Priority C deviations.

UA-2.2: Test Documentation

Each test will be reported and documented, covering the following:

• Actual test results for multiple test iterations as required.
• Documentation of resources required for testing.
• List of any outstanding issues.

UA-3.0: User Acceptance Testing (UAT) – Execution for Final Acceptance

UA-3.1: Defect and Issue Tracking

All test script results will be documented, and any expected results or issues will be tracked utilizing an automated tracking system such as from Rational. Each defect or issue reported will be rated according to the following scale:

1. **Priority A (Critical):** Critical functionality failure exists with excessive risk to the ability to use the VERIS system, or an application catastrophic failure has occurred or is very likely to occur imminently.

2. **Priority B (High):** There is a high risk that the application will not perform critical functions. The issue stops VERIS users from performing a function. Desired functionality is missing. No work around is available.

3. **Priority C (Medium/Low):** Desired functionality is not as indicated in VERIS requirements. Work-around is available, however, some risk exists. May be inconvenient to users to operate for a period not to exceed two weeks.

Trouble reports will be reviewed and prioritized by the joint project management team (consist of VERIS and Unisys project managers and development/testing leads). Corrected software will be installed by Unisys and retesting will be coordinated as necessary.

Acceptance will be in accordance with the procedures established in the User Acceptance Test Plan. Any Component of VERIS Software will be deemed to have met the requirements for Acceptance if Commonwealth determines there is no Priority A or B deviations and there is a plan, acceptable to the Commonwealth, for prompt corrective action of the Priority C deviations.

UA-3.2: Test Documentation

Each test will be reported and documented, covering the following:

• Actual test results for multiple test iterations as required.
• Documentation of resources required for testing.
• List of any outstanding issues.

UA-4.0: UAT Acceptance Criteria – Interim Acceptance

The following acceptance criteria will be used to determine and document whether the design, development and implementation of the System has been successfully completed as specified in this Attachment, the Contract the RFP # 2004-035 with all Appendices and Attachments, and the

Proposal for the functionality included in the system as of Interim Acceptance (Attachment IA below):

- The System meets all technical, business, performance, security and failover requirements as identified in the RFP # 2004-035 and as further described in the Proposal, this Attachment and confirmed through the Acceptance Test results.
- Data validation worksheets will be provided by the Unisys Project Team to verify the accuracy of converted data by the localities and SBE.
- End user hardware delivered and installed (optional – only applies if hardware is ordered from Unisys), Configured and tested, and operational at the VITA data center, as confirmed by the Commonwealth signoff for receipt of equipment (optional) and acceptance of connectivity test at time of deployment.
- Training delivered to SBE, VITA and localities as confirmed by Training Metrics in the Training Plan.
- User manuals and other training documentation provided to SBE, VITA and localities as confirmed by the Commonwealth signoff for receipt of manuals and documentation and Acceptance.
- Help Desk Level-2 operational as confirmed by the Commonwealth and SBE's ability to contact the Help Desk through a toll-free number, and the Commonwealth's Acceptance.

UA-5.0: UAT Acceptance Criteria – Final Acceptance

The following acceptance criteria will be used to determine and document whether the design, development and implementation of the System has been successfully completed as specified in this Attachment, the Contract the RFP # 2004-035 with all Appendices and Attachments, and the Proposal for all functionality introduced into VERIS after Interim Acceptance:

- The System meets all technical, business, performance, security and failover requirements as identified in the RFP # 2004-035 and as further described in the Proposal, this Attachment and confirmed through the Acceptance Test results.
- Data validation worksheets will be provided by the Unisys Project Team to verify the accuracy of converted data by the localities and SBE.
- End user hardware delivered and installed (optional – only applies if hardware is ordered from Unisys), Configured and tested, and operational at the VITA data center, as confirmed by the Commonwealth signoff for receipt of equipment (optional) and acceptance of connectivity test at time of deployment.
- Training delivered to SBE, VITA and localities as confirmed by Training Metrics in the Training Plan.
- User manuals and other training documentation provided to SBE, VITA and localities as confirmed by the Commonwealth signoff for receipt of manuals and documentation and Acceptance.
- Help Desk Level-2 operational as confirmed by the Commonwealth and SBE's ability to contact the Help Desk through a toll-free number, and the Commonwealth's Acceptance.

Attachment IA: VERIS Interim Acceptance

The Interim acceptance of VERIS is based on meeting the requirements, milestones and deliverables required to carry out a November General Election in Virginia. Deliverables shall include, at a minimum: TP-2.1, TP-2.2, UA-1.3, UA-1.4, UA-2.1, UA-2.2 and UA-4.0.

Attachment FA: VERIS Final Acceptance

The final acceptance of VERIS is based on meeting the requirements, milestones and deliverables in the following documents:

1. RFP # 2004-035 (including all Appendices, Attachments, revisions and modifications) as further described in the Proposal
2. Terms and Conditions of the Contract
3. Deliverables described in Attachment A

3. Payment Schedule

Critical Milestone Dates	Description of Major Deliverables	Payment Criteria	Total Payment	Retainage*	Net Payment
	COTS				
	FirstTuesday ™ Baseline Version – Delivery to include:	Completion of FT-1.0			
	• **BUILD #1**		$477,250	$47,725	$429,525
	• **BUILD #2**		$143,175	$14,317	$128,158
Build #3 – 06/21/05	• **BUILD #3**		$143,175	$14,317	$128,158
Build #4 - 7/21/05	• **BUILD #4**		$190,900	$19,090	$171,810
	Customization				
	Project Management: Initial Deliverables	Completion of PM--1.1-1.4	$110,641	$11,064	$ 99,577
	Project Management: Detailed Project Plan	Completion of PM-2.1-2.3	$261,282	$26,128	$235,154
	VERIS Business Requirements validation	Completion of BR-1.1-1.3; P.M. 2.4	$261,282	$26,128	$235,154
	VERIS Design Acceptance (non-reporting components)	Completion of BR-2.0	$522,564	$52,256	$470,307
	Technical Architecture – Configuration Validation	Completion of TR-1.1-1.3	$130,641	$13,064	$117,577
	Technical Architecture – Acceptance	Completion of TR-2.1-2.2	$130,641	$13,064	$117,577
	System Administration Validation and Acceptance	Completion of AD-1.0-2.0	$130,641	$13,064	$117,577
	VERIS Customized Reports – Design	Completion of CR-1.0-1.2	$130,641	$13,064	$117,577
	VERIS Customized Reports – Reports Acceptance	Completion of CR-1.3	$261,282	$26,128	$235,154

Critical Milestone Dates	Description of Major Deliverables	Payment Criteria	Total Payment	Retainage*	Net Payment
	Mock Election Plan – Acceptance	Completion of ME-1.1	$130,641	$13,064	$117,577
8/22/2005	Mock Election Results Validation & Acceptance	Completion of ME-2.1-2.2	$522,564	$52,256	$470,307
	Customization Total		**$2,592,820.00**	**$259,280.00**	**$2,333,538.00**
	Interfaces				
	Interface requirements and designs	Completion of IF-1.1-1.2	$56,825	$5,683	$51,143
8/10/2005**	Balance of Interfaces consisting of the following:				
	DMV Interface – Acceptance	Completion of IF-1.3	$99,739	$9,974	$89,765
	Bureau of Vital Statistics Interface – Acceptance	Completion of IF-1.4	$41,260	$4,126	$37,134
	SSA Master Death File Interface – Acceptance	Completion of IF-1.5	$41,260	$4,126	$37,134
	State Police and Courts Interface – Acceptance	Completion of IF-1.6	$48,239	$4,824	$43,415
	VIPNet Interface – Acceptance	Completion of IF-1.7	$52,249	$5,225	$47,024
	USPS Interface – Acceptance	Completion of IF-1.8	$54,031	$5,403	$48,628
	SBE Campaign Finance Interface – Acceptance	Completion of IF-1.9	$54,031	$5,403	$48,628
	VGIN Interface – Acceptance	Completion of IF-1.10	$54,031	$5,403	$48,628
	SBE Exchange Server Interface – Acceptance	Completion of IF-1.11	$25,357	$2,536	$22,821
	Sec. of the Commonwealth Interface – Acceptance (Opt.)	Completion of IF-1.12	$41,260	$4,126	$37,134
	Interfaces Total		**$568,282**	**$56,828**	**$511,454**
	Training and Documentation				
	Training Plan Acceptance - Introductory	Completion of TP-1.1-1.4	$136,200	$13,620	$122,580
	Training Delivery & Acceptance	Completion of TP-2.1-2.2, TP4.1-4.2	$136,200	$13,620	$122,580
	Training Delivery & Acceptance – Advanced	Completion of TP-2.3,-2.4, DC-2.2	$136,200	$13,620	$122,580
	Delivery and Acceptance of Documentation	Completion of UD-1.0-3.0	$136,200	$13,620	$122,580
	Web-based User Training – Delivery and Acceptance	Completion of TP-3.2	$136,200	$13,620	$122,580

Critical Milestone Dates	Description of Major Deliverables	Payment Criteria	Total Payment	Retainage*	Net Payment
	Mock Election Training	Completion of ME-1.2	$136,200	$13,620	$122,580
	Training & Documentation Total		**$817,201**	**$81,720**	**$735,481**
	Data Conversion & Migration				
	Data Conversion and Migration - Planning	Completion of DC-1.1-1.4	$48,000	$4,800	$43,200
	Data Conversion and Migration - Execution & Acceptance	Completion of DC 1.5	$96,000	$9,600	$86,400
	VGIN Data Conversion – Reprecincting and Redistricting	Completion of DC-2.1	$48,000	$4,800	$43,200
	Data Conversion & Migration Total		**$192,000**	**$19,200**	**$172,800**
	Project Implementation				
	User Acceptance Test (UAT) Plan Acceptance	Completion of UA-1.0-1.4	$67,552	$6,755	$60,797
	VERIS Deployment (Go Live) Plan and Support	Completion of GL-1.0-1.4	$67,552	$6,755	$60,797
	VERIS Deployment Completion Report and Validation	Completion of GL-2.1	$67,552	$6,755	$60,797
	Acceptance Test (UAT) Script Inventory – Interim Acceptance	Completion of UA-1.3,1.4	$118,216	$11,821	$106,395
	User Acceptance Test (UAT) Script Inventory – Final Acceptance	Completion of UA-1.5,1.6	$118,216	$11,822	$106,394
	User Acceptance Test (UAT) Completion & Acceptance – Interim Acceptance	Completion of UA-2.1-2.2,4.0	$118,216	$11,821	$106,395
	User Acceptance Test (UAT) Completion & Acceptance – Final Acceptance	Completion of UA-3.1-3.2,5.0	$118,216	$11,822	$106,394
9/12/2005	Interim Acceptance	Completion of IA			
	Blueprint for SBE Business Model	P.M. 1.8	$20,000	$2,000	$18,000
	Project Implementation Total		**$675,520**	**$67,552**	**$607,968**
1/5/2006	**Final Acceptance of VERIS - sum of all retainage**	Completion of FA			**$582,032***
	Warranty				
	1st year warranty		**$360,200**		**$360,200**

Critical Milestone Dates	Description of Major Deliverables	Payment Criteria	Total Payment	Retainage*	Net Payment
	(monthly payments determined in SLA)				
	Project Total		**$6,180,522**	**$582,032**	**$6,180,522**

* Retainage Amount - VITA and Unisys have agreed that VITA will retain 10% of each Total Payment due upon acceptance of each deliverable. VITA and Unisys have agreed that the six critical milestone dates identified in the Critical Milestone Dates column of the Payment Table above are essential to the success of the VERIS project. Accordingly, VITA and Unisys have agreed that should Unisys fail to produce a deliverable acceptable to VITA in accordance with the provisions of this Agreement for any of these critical milestones, an additional 5% retainage will apply (to a total retainage amount of 15%) to the missed critical milestone and will also apply to all subsequent deliverables until such time that any missed critical milestone deliverables are delivered and accepted by the Commonwealth, after which the retainage amount will revert to 10% for all subsequent milestone payments. VITA and Unisys also agree that if Unisys should miss a second critical milestone, the retainage amount will increase by an additional 5% per missed critical milestone date.

** A failure to deliver any or all of these deliverables will be treated as a single missed Critical Milestone for the purposes of calculating retainage amounts.

*** Payment of Retainage Amount upon Final Acceptance – Retainage Amount may be larger than that amount currently reflected in the Payment Table because of the application of increased retainage percentages as indicated above. This amount will not be not subject to the increased retainage formula for missed critical milestone dates as referred to in the prior paragraph.

AMENDMENT #1 TO

AGREEMENT VA-041214-USYS

BETWEEN THE COMMONWEALTH OF VIRGINIA

AND UNISYS CORPORATION

Pursuant to the terms and conditions set forth herein, the Virginia Information Technologies Agency (hereinafter referred to as "VITA"), pursuant to §2.2-2012 of the Code of Virginia, and Unisys Corporation ("Supplier") hereby agree to amend the terms and conditions of that certain Agreement VA-041214-USYS between the Commonwealth and Supplier effective December 29, 2004 (the "Contract") in the following particulars:

1. AMENDMENT PURPOSE AND SCOPE

This Amendment redefines the architecture of the VERIS application Supplier shall deliver from 3-tier physical architecture to 2-tier physical (3-tier logical) as indicated in "2. VERIS Server Architecture" below.

In addition, the Public Access SQL database and the Report Servers will be reconfigured as depicted in "2. VERIS Server Architecture" below. The net result is no change in the server hardware in terms of quantities.

Supplier agrees that the above change will not invalidate any of the performance requirements in the Agreement VA-041214-USYS.

VERIS as depicted in "2. VERIS SERVER ARCHITECTURE" below shall be installed per the Project Plan and scheduled for final acceptance no later than December 30, 2005.

Supplier agrees that if after Final Acceptance, should future VITA standards require a 3-tier deployment of VERIS, and if VITA has continuously contracted with Supplier for ongoing VERIS software maintenance services after Final Acceptance, Supplier will provide a 3-tiered physical architecture version of VERIS within 9 months of VITA's written request.

Supplier warrants that there is no cost increase associated with execution of this Amendment.

2. VERIS SERVER ARCHITECTURE
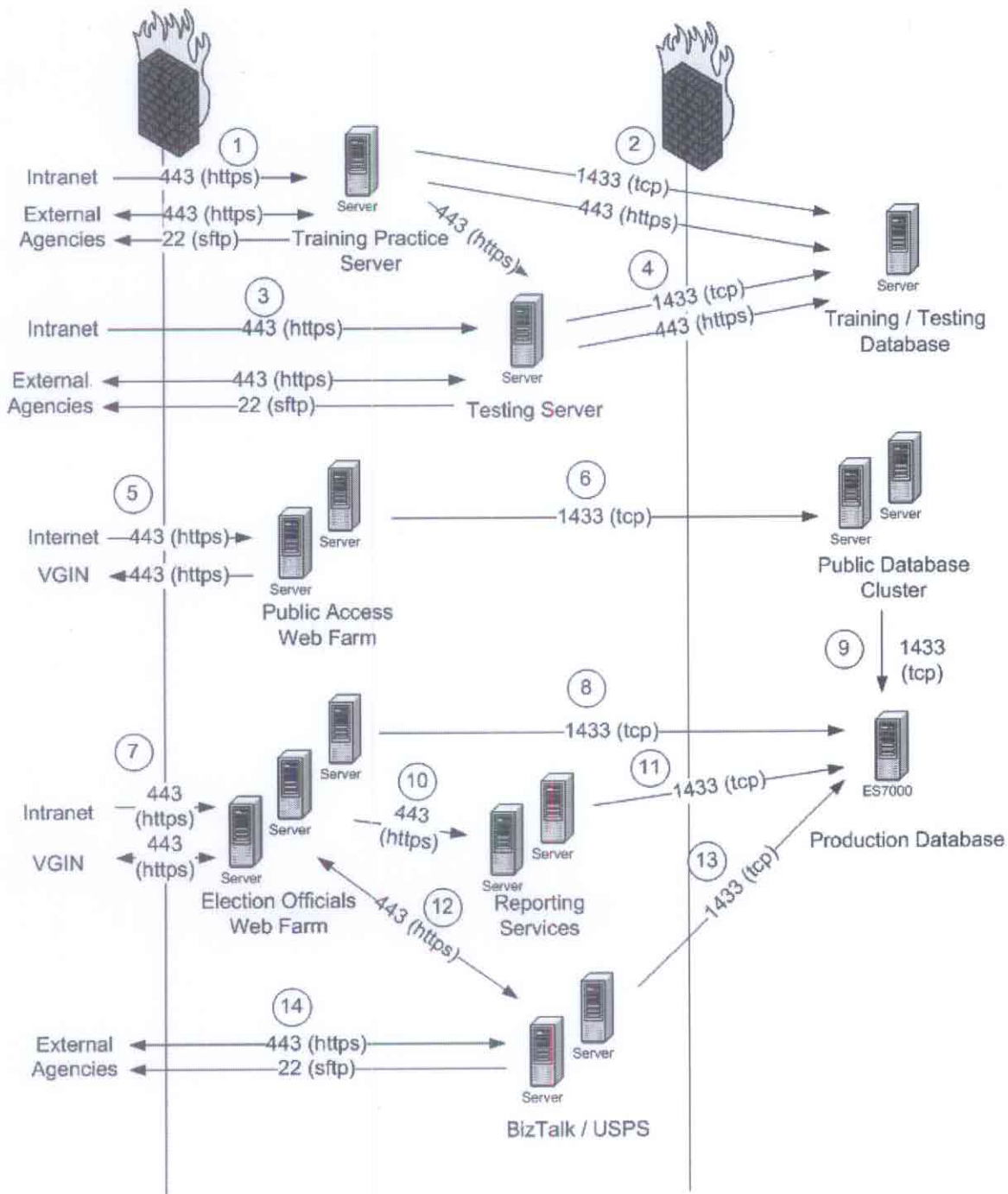
A. Servers

The software required to run on each server is listed below. The server names referenced correspond with the names in the diagram.

Training Practice Server

- Windows Enterprise Server 2003
- IIS v6.0
- .NET Framework v2
- BizTalk 2004

NOTE: This server needs the ability send email, and needs external DNS resolution.

Testing Server

- Windows Enterprise Server 2003
- IIS v6.0
- .NET Framework v2
- BizTalk 2004
- USPS Web Service

NOTE: This server needs the ability send email, and needs external DNS resolution.

Training / Testing Database

- Windows Enterprise Server 2003
- SQL Server 2000 Standard Edition
- SQL Reporting Services Standard Edition
- IIS v6.0 (Required for SQL Reporting Services)

Public Access Web Farm (Network Load Balanced)

- Windows Enterprise Server 2003
- IIS v6.0
- .NET Framework v2

NOTE: This server needs the ability send email, and needs external DNS resolution.

Public Database Cluster (Active/Passive)

- Windows Enterprise Server 2003
- SQL Server 2000 Enterprise Edition

Election Officials Web Farm (Network Load Balanced)

- Windows Enterprise Server 2003
- IIS v6.0
- .NET Framework v2

NOTE: This server needs the ability send email, and needs external DNS resolution.

Reporting Services (Network Load Balanced)

- Windows Enterprise Server 2003
- SQL Reporting Services Enterprise (SQL Server License Required)
- IIS v6.0

Production Database (ES7000)

- Windows Enterprise Server 2003
- SQL Server 2000 Enterprise Edition

BizTalk / USPS (Manual Failover)

- Windows Enterprise Server 2003
- IIS v6.0
- .NET Framework v2

- BizTalk 2004
- USPS Web Service

NOTE: This server needs external DNS resolution.

B. Data Flows

The numbered elements in the diagram correspond with communication to a server. The authentication and communication for each numbered path is described below.

Data Flow 1

Source: SBE Users
Destination: Training Practice Server
Destination Port Number: 443
Protocol: https
Authentication: Forms Authentication with FirstTuesday

Source: VGIN
Destination: Training Practice Server
Destination Port Number: 443
Protocol: https
Authentication: Certificate

Source: Training Practice Server
Destination: VGIN
Destination Port Number: 443
Protocol: https
Authentication: Certificate

Source: VIPNet
Destination: Training Practice Server
Destination Port Number: 443
Protocol: https
Authentication: Certificate

Source: Training Practice Server
Destination: DMV – Department of Motor Vehicles
Destination Port Number: 443
Protocol: https
Authentication: Certificate

Source: DMV – Department of Motor Vehicles
Destination: Training Practice Server
Destination Port Number: 443
Protocol: https
Authentication: Certificate

Source: Training Practice Server
Destination: BVS – Bureau of Vital Statistics
Destination Port Number: 22
Protocol: sftp
Authentication: Certificate

Source: Training Practice Server
Destination: Secretary of Commonwealth
Destination Port Number: 22
Protocol: sftp
Authentication: Certificate

Source: Training Practice Server
Destination: State Police
Destination Port Number: 22
Protocol: sftp
Authentication: Certificate

Source: SBE – Campaign Finance System
Destination: Training Practice Server
Destination Port Number: 443
Protocol: https
Authentication: Certificate

Data Flow 2
Source: Training Practice Server
Destination: Training / Testing Database
Destination Port Number: 1433
Protocol: tcp
Authentication: Validate with a SQL Server account from the Training / Testing Database

Source: Public Access Web Farm
Destination: Training / Testing Database (SQL Reporting Services)
Destination Port Number: 443
Protocol: https
Authentication: Forms Authentication

Data Flow 3
Source: SBE Users
Destination: Testing Server
Destination Port Number: 443
Protocol: https
Authentication: Forms Authentication with FirstTuesday

Source: VGIN
Destination: Testing Server
Destination Port Number: 443
Protocol: https
Authentication: Certificate

Source: Testing Server
Destination: VGIN
Destination Port Number: 443
Protocol: https
Authentication: Certificate

Source: VIPNet
Destination: Testing Server
Destination Port Number: 443
Protocol: https
Authentication: Certificate

Source: Testing Server
Destination: DMV – Department of Motor Vehicles
Destination Port Number: 443
Protocol: https
Authentication: Certificate

Source: DMV – Department of Motor Vehicles
Destination: Testing Server
Destination Port Number: 443
Protocol: https
Authentication: Certificate

Source: Testing Server
Destination: BVS – Bureau of Vital Statistics
Destination Port Number: 22
Protocol: sftp
Authentication: Certificate

Source: Testing Server
Destination: Secretary of Commonwealth
Destination Port Number: 22
Protocol: sftp
Authentication: Certificate

Source: Testing Server
Destination: State Police

Destination Port Number: 22
Protocol: sftp
Authentication: Certificate

Source: SBE – Campaign Finance System
Destination: Testing Server
Destination Port Number: 443
Protocol: https
Authentication: Certificate

Data Flow 4
Source: Testing Server
Destination: Training / Testing Database
Destination Port Number: 1433
Protocol: tcp
Authentication: Validate with a SQL Server account from the Training / Testing Database

Source: Testing Server
Destination: Training / Testing Database (SQL Reporting Services)
Destination Port Number: 443
Protocol: https
Authentication: Forms Authentication

Data Flow 5
Source: Public
Destination: Public Access Web Farm
Destination Port Number: 443
Protocol: https
Authentication: Anonymous access

Source: Public Access Web Farm
Destination: VGIN
Destination Port Number: 443
Protocol: https
Authentication: Certificate

Data Flow 6
Source: Public Access Web Farm
Destination: Public Database Cluster
Destination Port Number: 1433
Protocol: tcp
Authentication: Validate with a SQL Server account from the Public Database Cluster

Data Flow 7

Source: SBE Users
Destination: Election Officials Web Farm
Destination Port Number: 443
Protocol: https
Authentication: Forms Authentication with FirstTuesday

Source: VGIN
Destination: Election Officials Web Farm
Destination Port Number: 443
Protocol: https
Authentication: Certificate

Source: Election Officials Web Farm
Destination: VGIN
Destination Port Number: 443
Protocol: https
Authentication: Certificate

Source: VIPNet
Destination: Election Officials Web Farm
Destination Port Number: 443
Protocol: https
Authentication: Certificate

Data Flow 8
Source: Election Officials Web Farm
Destination: Production Database
Destination Port Number: 1433
Protocol: tcp
Authentication: Validate with a SQL Server account from the Production Database

Data Flow 9
Data will be replicated from the Production Database to Public Database Cluster. A scheduled DTS package will be used. The DTS package will reside in SQL Server on the Public Database Cluster.
Source: Public Database Cluster
Destination: Production Database
Destination Port Number: 1433
Protocol: tcp
Authentication: Validate with a SQL Server account from the Production Database

Data Flow 10
Source: Election Officials Web Farm
Destination: Reporting Services
Destination Port Number: 433
Protocol: https

Authentication: Forms Authentication

Data Flow 11
Source: Reporting Services
Destination: Production Database
Destination Port Number: 1433
Protocol: tcp
Authentication: Validate with a SQL Server account from the Production Database

Data Flow 12
Source: Election Officials Web Farm
Destination: USPS
Destination Port Number: 443
Protocol: https
Authentication: Certificate

Source: Election Officials Web Farm
Destination: BizTalk
Destination Port Number: 443
Protocol: https
Authentication: Certificate

Source: BizTalk
Destination: Election Officials Web Farm
Destination Port Number: 443
Protocol: https
Authentication: Certificate

Data Flow 13
Source: USPS
Destination: Production Database
Destination Port Number: 1433
Protocol: tcp
Authentication: Validate with a SQL Server account from the Production Database

Source: BizTalk
Destination: Production Database
Destination Port Number: 1433
Protocol: tcp
Authentication: Validate with a SQL Server account from the Production Database

Data Flow 14
Source: BizTalk
Destination: DMV – Department of Motor Vehicles

Destination Port Number: 443
Protocol: https
Authentication: Certificate

Source: DMV – Department of Motor Vehicles
Destination: BizTalk
Destination Port Number: 443
Protocol: https
Authentication: Certificate

Source: BizTalk
Destination: BVS – Bureau of Vital Statistics
Destination Port Number: 22
Protocol: sftp
Authentication: Certificate

Source: BizTalk
Destination: Secretary of Commonwealth
Destination Port Number: 22
Protocol: sftp
Authentication: Certificate

Source: BizTalk
Destination: State Police
Destination Port Number: 22
Protocol: sftp
Authentication: Certificate

Source: SBE – Campaign Finance System
Destination: BizTalk
Destination Port Number: 443
Protocol: https
Authentication: Certificate

In all other particulars, the Contract is unchanged and shall remain in full force and effect as written.

Executed by the undersigned authorized representatives of VITA and Supplier to be effective as of the date signed by the VITA representative.

Supplier

By: _James Matte_____
    (Print)

Name: _James Matte_____
    (Signature)

Title, Its: _Contract Manager_____

Date: _4/7/05_____

VITA

By: _Cheryl Clark_____
    (Print)

Name: _Cheryl Clark_____
    (Signature)

Title, Its: _VITA Deputy CIO_____

Date: _5/25/05_____

CONTRACT No. VA-041214-USYS

VERIS

Virginia Election and Registration Information System
and
Related Services
with

UNISYS CORPORATION

EFFECTIVE: December 2004

Virginia Information Technologies Agency

VITA

expect the best

Commonwealth Of Virginia

Virginia Information Technologies Agency (VITA)

SUPPLY CHAIN MANAGEMENT
110 South 7th Street, Suite L100
Richmond, Virginia 23219

AWARD POSTING: Upon the award of a Contract as a result of RFP No. 2004-035, the Commonwealth of Virginia, through Virginia Information Technologies Agency, Supply Chain Management Office, shall publicly post such contract on its website at http://www.vita.virginia.gov/procurement/procurement.cfm and www.eva.state.va.us .

The undersigned agree to furnish, receive and approve any and all goods and services as mutually agreed upon for the **Virginia Election and Registration Information System (VERIS)**

UNISYS CORPORATION	**COMMONWEALTH of VIRGINIA**
Signature: _____	Signature: _____
Print: _____	Print: _____
Title: _____	Title: _____
Date: _____	Date: _____
The information below is requested for informational purposes only:	This contract shall be binding upon the parties after execution by the authorized representative indicated here.
☐ Woman Owned ☐ Small Business ☐ Minority Owned	

Table of Contents

I. PARTIES

This Contract establishes the provisions, responsibilities, and contractual terms and conditions in which the Commonwealth of Virginia, through the Virginia Information Technologies Agency (VITA) 110 South 7th Street, Richmond, VA 23219, shall contract with Unisys Corporation (Unisys), a corporation located at 4701 Cox Road – Suite 400 Glen Allen, Virginia 23060. This Contract is pursuant to the Commonwealth's Request for Proposal #2004-035 dated June 3, 2004 (the "RFP") and incorporates the following document by reference:

- The RFP #2004-035(including addendums and appendices)
- The final Unisys proposal dated November 30, 2004 in response to RFP #2004-035, with all revisions and additions thereto, attached hereto as Attachment D. ("the Proposal").

II. CONTRACT EXECUTION

The procurement giving rise to this Contract was done in accordance with the *Virginia Public Procurement Act (VPPA), and the Code of Virginia.* The Commonwealth of Virginia, through its Virginia Information Technologies Agency, issued a Request for Proposal No. 2004-035 on behalf of the Virginia State Board of Elections (SBE) to prospective contractors to replace its current Virginia Voter Registration System. Unisys Corporation responded with a proposal, participated in oral presentation, demonstration, and negotiations, and demonstrated a desire to provide said system and services per the agreed upon provisions, terms and conditions set forth and included herein.

The Commonwealth of Virginia does not discriminate against faith-based organizations in accordance with the *Code of Virginia § 2.2-4343.1* or against Unisys because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

III. PURPOSE

This Contract documents the agreement between the Commonwealth of Virginia, through VITA, and Unisys Corporation for procurement of the statewide Virginia Election and Registration Information System (VERIS), support, training and maintenance services at the fees set forth under this contract. Unisys Corporation in partnership with Quest Information Systems, Inc. (Quest), shall provide *FirstTuesday*™, a software solution built by Quest to fill the requirements of the Help America Vote Act of 2002 (HAVA). In addition, under this contract Unisys shall provide customization services to meet the Virginia State Board of Elections' requirements, and to establish interagency interfaces using advanced technologies consistent with the Policies, Standards and Guidelines set forth by VITA, all as defined in the requirements set forth in this agreement. The software solution is proposed as a web-based, statewide, voter registration and election management system, offering functionality to meet the business and technical requirements of SBE, and shall be compliant with all applicable Virginia and Federal Laws, Acts and Regulations governing voter registration and elections.

IV.   VERIS SYSTEM USERS

Subject to the license provisions of this Contract, any user authorized by the Commonwealth of Virginia shall be a VERIS system user.

V.   CONTRACT TERM

A.   The Contract is legally binding after signature and execution by both parties and shall become effective on the date of signature of the Commonwealth of Virginia, through the Virginia Information Technologies Agency and shall continue through the completion of implementation, acceptance, warranty, maintenance, and support of the goods and/or services provided. The contract term is from the date of execution of this contract until December 31, 2005 or the date of final acceptance, whichever is later. Final acceptance will not occur until all specified deliverables, acceptance and approval are completed as specified in Attachment A.

B.   The initial "Warranty Term" of this Contract shall be one (1) year from the date of final acceptance. The parties, upon mutual agreement, may execute five one-year renewals for any or all updates, maintenance and support Agreements approximately ninety (90) days prior to the expiration of the original term or any renewal term.

C.   The parties, upon mutual agreement may extend beyond the end of this contract term, any and all license agreements, warranty agreements or maintenance, upgrades and support agreements entered into under this contract.

VI.   OVERVIEW

VERIS shall reside at the Virginia Information Technologies Agency (VITA) Computer Center, 110 South Seventh Street Richmond, Virginia 23219. SBE requires online access to data and the production of reports at both the SBE central office and remote SBE facilities including local offices of the General Registrars, and in some cases Electoral Boards.

By law, the Commonwealth Information Technology Investment Board (ITIB) has the power and duty to approve or disapprove the development of all major information technology projects. The board may terminate any major IT project recommended for termination by the Chief Information Officer, *Code of Virginia §2.2-2015, §2.2-2458.* Any such termination shall be pursuant to one or more of the termination provisions of this Agreement.

VII.   RESPONSIBILITIES OF UNISYS

The following sub sections are intended as a general outline of Unisys responsibilities for implementation and support of the VERIS system. In no event will the requirements outlined below result in an increase in scope of work or change in system functionality beyond that stipulated in the RFP/Proposal. In the event of a conflict between the

requirements set forth in this Section VII and the RFP/Proposal, the requirements and specifications as defined and described in the RFP/Proposal shall govern.

A. VERIS System Requirements

A1 Project Management
- Provide a full time, on-site PMI or Commonwealth certified Unisys Project Manager.
- Provide project management (priorities, resources, schedule), communication (status reporting), risk and quality management, issue resolution, and administrative processes; fulfill project objectives, deliverables, and milestones.

A2 System Performance
- Meet VERIS performance and response times to support 600 -1200 concurrent users with no change of application software to support the added users.
- Design and execute security, performance and fail-over testing.

A3 VERIS Requirements
- Understand and confirm VERIS requirements, participate in and manage analysis, functional design and development of VERIS solution and creation and up date of all documentation.
- All VERIS functionalities must be tested and available to SBE at acceptance, even if not to be used until after acceptance.
- Develop Testing Plan and execute testing cycles throughout software development life cycle.

A4 Support
- Assign staff to provide ongoing technical support for VERIS (Level II Help desk, bug fixing, Commonwealth-specific enhancements, and federal regulatory changes).
- Provide and manage Unisys resources; accountable for performance of the Unisys project team and for overall VERIS project success.

A5 Data Conversion and Migration
- Manage all activities relating to successful data conversion, transformation and migration including pertinent testing and user acceptance processes.
- Design, test, and execution of data conversion and migration plan.
- Primary point of contact with localities for data conversion issues.
- Provide localities with detailed validation reports.
- Perform quality reviews to validate quality and users' expectations.

A6 Change Enablement, Training and Documentation
- Provide expertise in the learning aspect of Change Enablement, including communication, management, development, and delivery of training plan, material, schedule and delivery and training quality assurance.
- Create and deliver user and technical manuals.

A7 Communication and Issue Management
- Develop project communication plan.

- Communicate, resolve, and document issues, concerns, and risks.
- Prepare and Communicate progress and status reports.

A8   Quality Assurance and Risks Mitigation
- Assess risk and identify and execute appropriate mitigation strategies.
- Develop quality assurance and risk management plan.

A9   Interagency Interfaces
- Gather data, analyze, and design, develop, test and implement technical aspects of external agency interfaces.

A10   Configuration Management
- Manage the staging, configuring, and deployment of VERIS.
- Set up testing, training and production environments.

B.   General Performance Obligations of Contract

B1   Unisys has a mutual agreement with Quest, the designers of *FirstTuesday*™ software product, and with Aradyme Development Corporation (Aradyme) for data conversion and migration. In accordance with the Terms and Conditions of this Contract, Unisys, as the prime contractor, is solely responsible for completion of the VERIS project. Unisys is also solely responsible for the acts and omissions of any subcontractor utilized by Unisys in the VERIS project. A failure by Quest and/or Aradyme cannot be used by Unisys to get relief from its overall obligations to complete the Contract, unless such circumstances were caused by force majeure events.

B2   Unisys is to obtain the Quest *First Tuesday*™ baseline application source code and provide to SBE. Quest retains full rights and ownership to the application source code upon delivery of the *First Tuesday*™ baseline version. Unisys shall provide new source code to SBE upon completion of any updates and enhancements. Unisys agrees that the Commonwealth shall have a copy of the most recent *FirstTuesday*™ software system at all times.

B3   Unisys agrees to modify the *FirstTuesday*™ baseline software system to meet SBE requirements as set forth in this agreement.

As part of its contractual obligations, Unisys shall:

1)   Provide the personnel and other resources as necessary to provide and implement the VERIS system.
2)   Provide point releases approximately every 6 months and major releases approximately every 18 months to the *FirstTuesday*^{TM} application at no additional cost to SBE. Major releases of the *FirstTuesday*^{TM} foundation shall be made whenever possible to coincide with the implementation deadlines for Federal regulatory changes.
3)   Familiarize itself with Virginia's election laws, regulations, procedures, and practices and with SBE's objectives.

4) Develop and submit to SBE all deliverables identified in Attachment A.
5) Perform all services competently and efficiently and complete the services in accordance with the project timelines in Attachment A.
6) Participate in all planning meetings.

B4 Unisys shall submit written monthly status and progress reports to the Commonwealth c/o SBE. If Unisys and SBE can not agree on a reported solution to an issue, they agree to elevate the issue within their respective organizations until a mutually agreeable solution is reached. It is the intent that the relationship between Unisys and the Commonwealth be cooperative.

C. Third-Party Property

Unisys shall obtain all necessary releases, licenses, permits and other authorizations to use any property, equipment or rights belonging to third-parties which Unisys furnishes to the Commonwealth for use in providing VERIS services to SBE. All third-party warranties and licenses shall be passed on to SBE, to the extent allowed by such warranties and licenses.

D. Implied Services

Any services, functions or responsibilities not specifically described in this Contract that are required by Unisys for the proper performance and provision of and are inherent in the services shall be deemed to be implied by and included within the scope of the solution to the same extent and in the same manner as if specifically described in this Contract.

E. Training

Unisys shall conduct all end-user training. Regional Sessions shall be held at Unisys selected, and SBE approved sites, utilizing Unisys training equipment similar to the desktop PCs currently in use. Train-the-Trainer method and laptops are not to be used in this training.

F. Independent Verification and Validation

Independent Verification and Validation (IV&V) is a quality assurance process carried out by an independent third party. SBE will acquire the services of a qualified IV & V service provider. During detailed project planning, the comprehensive IV&V plan is completed as part of the Quality Management Plan. IV&V will include the review of the technical aspects of the project, the Commonwealth's financial and management oversight of the project and will establish scheduled IV&V reviews and reports. The IV&V reviews are indicated in the Attachment A.

IV&V processes seek to:

- Verify, objectively, that the results of VERIS project activities fulfill SBE requirements.

- Validate, objectively, that VERIS project products and services satisfy SBE's needs as defined in this Contract.

Unisys shall comply with and make their project staff available for the purpose of IV&V review and analysis.

G. Contractual Records

Unisys shall make all Contractual books and records and other documents relating to matters under this Contract available to the Commonwealth and its designated agents, subject to the execution of a reasonable non-disclosure agreement by such agents, for purposes of audit and examination at any time during the performance of the Contract and for a period of three (3) years after final payment. Contractual records include, but are not limited to, this Contract and all executed Orders, Attachments, modifications, and invoices, between the parties to this Contract.

H. Prime Contractor Responsibility

Unisys shall act as prime contractor for the procurement and maintenance of the entire proposed solution and shall be the sole point of contact with regard to all obligations under this Contract. As the prime contractor for the VERIS system, Unisys shall be responsible for all acts and omissions of its subcontractors in their performance under this Contract.

If Unisys proposal includes any products or services to be supplied by another party, then Unisys shall act as prime contractor for the procurement and maintenance of the entire proposed configuration and shall be the sole point of contact with regard to all obligations under this Contract.

VIII. RESPONSIBILITIES OF THE COMMONWEALTH OF VIRGINIA

A. State Board of Elections (SBE)

A1 SBE shall respond within a reasonable period of time to inquiries or requests for information from Unisys within the time indicated in the Project Plan, or with the submitted request.

A2 SBE shall act as System Administrator and shall assign General Registrars and their staff, in each locality, a user ID and set of access rights to VERIS.

A3 SBE shall provide access to SBE staff as needed and facilitate access to authorized users, as necessary.

A4 SBE shall specifically identify and request all significant system enhancements, including tracking of all requests and the opportunity to help prioritize the potential contents of future releases.

A5 SBE shall maintain appropriate daily records documenting performance during the acceptance period and such records will be conclusive for purposes of determining acceptance.

A6 SBE shall provide information or make decisions relating to SBE Business Requirements, and VITA and /or SBE shall provide information or make decisions relating to SBE Technical Requirements, within ten (10) days of receipt of notice thereof, or the times specified in the Project Plan, or a mutually agreeable time period. In those instances where the Plan does not specify the time, and a time can not be mutually agreed, Unisys shall request information and/or a decision in writing specifying a date by which a response is reasonably expected from SBE.

B. Virginia Information Technologies Agency (VITA) – Option to Procure Hardware and Software

At its discretion, VITA may choose to purchase or lease workstations, hardware, related software and services from this contract, or from any third-party entity of its choice. If obtained from other than Unisys, such hardware must be in accordance with the requirements specified in the Proposal.

Within ninety (90) days of the date of contract execution, VITA may elect to procure all or part of the Unisys hardware and specified software offered in the Proposal, at the quantities and prices set forth therein. Delivery will be as mutually agreed upon by the parties. If any products ordered are not available at the time of shipment, Unisys may substitute, upon approval of the Commonwealth (such approval not to be unreasonably withheld),compatible items of equivalent or superior functionality and performance at no change in price to the Commonwealth.

IX. RESPONSIVENESS

If SBE and/or VITA fail to provide requested information or make a decision within the time specified, Unisys shall provide a written notice to SBE advising it of its failure to respond, and that the applicable Major Milestone and, if applicable, the price shall be equitably adjusted to reflect SBE's failure to respond to the request. In the event such failure also impacts the price, Unisys shall advise the Commonwealth in writing as to the cost impact and provide rationale and back-up for such cost. A failure of the parties to reach agreement on such equitable adjustments shall be deemed a dispute, and subject to the dispute provisions of this Contract.

X. SCOPE OF SOLUTION

Unisys shall implement the VERIS system in accordance with the requirements and specifications set forth in the RFP and all its Addendums and Attachments thereto and as such requirements and specifications are further defined and detailed in the Proposal.

A. VERIS Timeline

The key dates listed in Attachment A are preliminary and are based upon an assumed project start date of November 15, 2004 and a completion date of December 31, 2005. The Work Breakdown Structure (WBS) and the final project plan shall be developed by Unisys and VERIS project managers upon project start. The final project plan shall be added as a modification to this Contract upon completion and included as part of the project plan timeline.

B.   *FirstTuesday™* Application Software

Unisys is to provide *FirstTuesday*™ as the core software solution for SBE. The First Tuesday™ Web-based statewide voter registration and election management solution was built to fill the requirements of the Help America Vote Act of 2002 (HAVA). It consists of a foundation of core statewide voter registration components designed to address primary functional and technical requirements, while allowing SBE the flexibility to interface with other state agencies and to customize the system to fill its own requirements using advanced technologies consistent with the policies, standards and guidelines set forth by VITA. *FirstTuesday*™ is not derived from a PC/county-based solution.

First Tuesday™ baseline version shall have the capabilities and functionality as described in Attachment D.:

C.   Additional VERIS Requirements, Methodology and Tools:

C1   Unisys is to deliver to SBE, the *FirstTuesday*™ solution that meets HAVA requirements as well as Virginia-specific requirements. *FirstTuesday*™ is to have no gaps between HAVA and the SBE mandatory requirements. SBE specific modifications shall be provided as part of the solution.

C2   Unisys will utilize the following processes in the development and implementation of VERIS:

- In developing VERIS, Unisys Team shall use the Rational Unified Process (RUP), an industry standards software development life-cycle methodology that provides an iterative elaboration approach to building and implementing application solutions.
- Unisys Team will provide SBE with an easy-to-use, structured-application development framework that addresses the special requirements of the Virginia voter registration project. The Unisys approach applies object-oriented analysis and design techniques and shall use the Unified Modeling Language (UML).
- Unisys shall employ the Rational four-phase iterative design and development process to further enhance the *FirstTuesday*™ baseline solution application.
- Unisys has designed and shall utilize a project management methodology called *TEAMmethod*™ an expanded and customized version of PMI

methodology.

C3 A full test plan including unit testing, system testing, functional acceptance testing, performance testing and mock election testing is to be implemented to verify to SBE, local users, and VITA that VERIS meets the requirements set forth in this Contract.

C4 Unisys project manager and the VERIS project manager shall involve end users through data conversion and structure user testing.

D. **Long –Term Maintenance and Support**

The long-term Maintenance and Support of VERIS is provided in Attachment B: Service Level Agreement..

XI. CHANGE ORDER PROCESS

A. Changes may be requested in writing by either the Commonwealth or Unisys. Under no circumstance shall any SBE staff member or other users have the authority to modify this contract.

B. Unisys shall provide a time and cost estimate for requested changes within ten (10) days after receipt of request. Such estimate shall describe in detail the extent to which the desired change may affect the functionality, performance or resource efficiency of the VERIS system and the benefits, savings or costs and risk to the Commonwealth associated with such change or request.

C. To the extent that an approved change proposed is of such magnitude or complexity that it is not feasible for Unisys to produce a detailed assessment within ten (10) days, Unisys shall provide a summary assessment, outlining details regarding the prospective change, and any additional cost to SBE, if any. Unisys and the Commonwealth shall agree upon a completion schedule for a more detailed change assessment.

D. All changes or requests must be mutually agreed upon and authorized in writing by both Unisys and the Commonwealth, before proceeding with any such changes. If Unisys and the Commonwealth cannot agree upon the necessary amendments to the Contract required to incorporate such changes, the change will not be implemented.

XII. ACCEPTANCE OF DELIVERABLES

The Commonwealth shall accept deliverance of the VERIS system in accordance with the criteria outlined in Attachment A: Project Timeline, Deliverables, Acceptance Criteria and Payment Schedule.

XIII. FINAL ACCEPTANCE AND CRITERIA

By the end of Final Acceptance, the Commonwealth shall either accept the VERIS system as complying with the requirements; or provide a written statement identifying in reasonable detail all deviations between the VERIS system as delivered and the requirements.

If any deviations from the requirements or specifications require only minor corrections and do not materially affect the functional operation of the VERIS system or a module thereof, then the VERIS system will be considered accepted and the deviations will be corrected within an agreed period after final acceptance.

If the Commonwealth provides a written statement that identifies deviations from the requirements, then Unisys will make corrections as soon as reasonably possible and the Commonwealth will promptly execute specific tests or review procedures to verify the corrections. Reviews of corrective actions taken in response to reported deviations will be conducted in shorter time periods than the full reviews and will be limited to review of the corrective action and its impact on other parts of the VERIS System.

Unisys and the Commonwealth shall work diligently to achieve acceptance of VERIS System at the earliest possible date. Acceptance will occur upon the earlier of: (a) the date the Commonwealth accepts the VERIS system in accordance with Attachment A; (b) five (5) days from the scheduled end of Final Acceptance where the Commonwealth has not notified Unisys in accordance with Attachment A and Section XIII; or c) the date the Commonwealth processes live data through the VERIS system for purposes other than carrying out acceptance tests.

XIV. SECURITY

As stated in the RFP/Proposal, Unisys will comply with all of VITA's security policies and procedures, including but not limited to the following:

A. Unisys will apply the same environmental safety and procedures and applicable safeguards against (i) access, intrusion or interference, (ii) the destruction, corruption, loss or alteration of SBE data by any unauthorized third-party that it uses to protect its own similar data.

B. Unisys shall physically segregate SBE data from Unisys data and data belonging to other Unisys customers.

C. No media on which the data for Commonwealth is stored may be re-used to deliver data to other Unisys customers.

D. All data transfers between end users and VERIS Software shall be via secure socket layer. All remote management connection to VERIS by Unisys shall be via VITA's VPN facilities.

E.   Data being furnished by the Commonwealth to Unisys shall never be considered owned data by Unisys or any of its subcontractors. Such data shall be identified and shall not be given to any other party other than the Unisys team or its subcontractors that require such data to perform the obligations under this Contract. All data shall be returned to the Commonwealth at their request if such data is no longer needed. Data residing on electronic media for processing purposes must be removed or deleted and destroyed after it is no longer required as defined in Commonwealth's Security Policies.

XV.   WARRANTIES

Unisys warrants that all services shall be performed by qualified personnel in good workmanlike fashion. Refer to Attachment B, Section 2.1.5 "Hardware Maintenance Services" for product warranties.

XVI. INVOICING AND PAYMENT SCHEDULE

Unisys agrees to invoice the Commonwealth through SBE only for documented accepted Deliverables provided under this contract.

Invoices shall be sent to:

> Commonwealth of Virginia
> State Board of Elections
> 200 North 9th Street, Suite 101
> Richmond, VA 23219
> ATTN: Fiscal Supervisor

The Commonwealth of Virginia, through VITA and SBE shall be responsible for payment, for accepted deliverables, to Unisys in accordance with the Commonwealth of Virginia Prompt Payment Act.

All payments due to Unisys under this contract are specifically delineated in Attachment A – Timeline, Deliverables and Acceptance Criteria.

XVII.   CONTRACTURAL TERMS AND CONDITIONS

A. Mandatory Terms and Conditions

A1   Applicable Laws and Courts

This Contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. Unisys shall comply with all applicable federal, state and local laws, rules and regulations.

A2   Anti-Discrimnation

Unisys certifies to the Commonwealth that they shall conform to the provisions of the

Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and §2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that Contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every Contract over $10,000 the provisions in A. and B. below apply:

A. During the performance of this Contract, Unisys agrees as follows:

1) Unisys shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of Unisys. Unisys agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2) Unisys, in all solicitations or advertisements for employees placed by or on behalf of Unisys, shall state that Unisys is an equal opportunity employer.

3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

B. Unisys shall include the provisions of A. above in every subcontract or purchase order over $10,000, so that the provisions shall be binding upon each subcontractor or vendor.

A3   Ethics In Public Contracting

Unisys certifies that this contract award is made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other supplier, manufacturer or subcontractor in connection with this Contract, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

A4   Immigration Reforms and Control Act of 1986

Unisys certifies that they do not and shall not during the performance of this Contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

A5   Debarment Status

Unisys certifies that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

A6   Antitrust

Unisys conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said Contract.

A7   Payment

A.   To Prime Contractor:

1) Invoices for items ordered, delivered and accepted shall be submitted by Unisys directly to the payment address shown in Section XVI of this Contract. All invoices shall show the state contract number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

2) Any payment terms requiring payment in less than 30 days shall be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

3) All goods or services provided under this Contract or purchase order, that are to be paid for with public funds, shall be billed by Unisys at the Contract price, regardless of which public agency is being billed.

4) The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

5) Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, Unisys should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable shall be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon

determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify Unisys, in writing, as to those charges which it considers unreasonable and the basis for the determination. Unisys may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges that are not in dispute (Code of Virginia, § 2.2-4363).

B. To Subcontractor:

1)   A contractor awarded a Contract under RFP # 2004-035 is hereby obligated:

     (a)   To pay the subcontractors(s) within seven (7) days of the receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the Contract; or

     (b)   To notify the agency and the subcontractors(s), in writing, of the contractor's intention to withhold payment and the reason.

     (c)   The contractor is obligated to pay the subcontractors (s) interest at the rate of one percent per month (unless otherwise provided under the terms of the Contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (b) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary Contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

A8   Precedence of Terms

Mandatory Terms and Conditions (A1 – A7) shall apply in all instances. In the event there is a conflict between any other Mandatory Terms and Conditions and any Supplemental Negotiated Terms and Conditions in this Contract the Supplemental Negotiated Terms and Conditions shall apply.

A9   Qualifications of Contractor

The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of Unisys to perform the services/furnish the goods and Unisys shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Unisys physical facilities during the term of the contract to satisfy questions regarding Unisys capabilities. The Commonwealth further reserves the right to reject any product or service if the evidence submitted by, or investigations of, Unisys fails to satisfy the Commonwealth that Unisys is

properly qualified to carry out the obligations of the Contract and to provide the services and/or furnish the goods contemplated therein.

A10   Testing and Inspection

The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications. Unisys shall adhere to Commonwealth project management policies and standards and cooperate with Commonwealth project management oversight activities, including periodic Independent Verification and Validation reviews.

A11   Changes to the Contract

Changes can be made to the Contract in any of the following ways:

1.   The Commonwealth and Unisys may agree in writing to modify this Contract. An increase or decrease in the price of the Contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the Contract.

2.   The Commonwealth may order changes within the general scope of the Contract at any time by written notice to Unisys. Changes within the scope of the Contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. Unisys shall comply with the notice upon receipt. Unisys shall be compensated for any additional costs incurred as the result of such order and shall give the Commonwealth a credit for any savings. Said compensation shall be determined by one of the following methods:

   a.   By mutual agreement between the Commonwealth and Unisys in writing; or

   b.   By agreeing upon a unit price or using a unit price set forth in the Contract, if the work to be done can be expressed in units, and Unisys accounts for the number of units of work performed, subject to the Commonwealth's right to audit Unisys records and/or to determine the correct number of units independently.

A12   Default

Unisys shall be deemed in default of this Contract if Unisys: (a) fails to make any deliverable ready for acceptance by the specified delivery date; (b) repeatedly fails to respond to requests for required services or maintenance within the time limits set forth in this Contract; (c) fails to comply with any other term and condition of this Contract and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth) following Unisys receipt of a Show Cause Notice identifying such noncompliance; or (d) fails to provide a written response to the Commonwealth's Show

Cause Notice within ten days after receiving same.

Unisys shall not be in default of this Contract if its default was due to causes beyond the reasonable control of, and occurred without any fault or negligence on the part of, both Unisys and its subcontractor(s). Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in its sovereign or Contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

In case of failure to deliver goods or services in accordance with the Contract terms and conditions, as previously delineated, the Commonwealth, after due written notice, may procure them from other sources and hold Unisys responsible for any resulting additional purchase and administrative costs, to include but not be limited to U.S. Department of Justice fees. All costs for de-installation, return of products, etc. shall be borne by the Unisys. In no event shall any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any default. This remedy shall be in addition to any other remedies which the Commonwealth may have.

A13 Taxes

Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, shall be issued upon request, and can be obtained online at http://www.tax.state.va.us/. Deliveries against this Contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.

A14 Insurance

Unisys certifies that it shall have the following insurance coverage's at the time the Contract is awarded. Unisys further certifies that Unisys and any of its subcontractors shall maintain these insurance coverages during the entire term of the Contract and that all insurance coverages shall be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits.

2. Employers Liability - $100,000.

3. Commercial General Liability - $500,000 combined single limit. Commercial General Liability is to include Premises/Operations Liability, Products and Completed Operations Coverage, and Independent Unisys Liability or Owner's and Unisys Protective Liability. The Commonwealth of Virginia must be named as an additional insured when requiring a Unisys to obtain Commercial General Liability coverage.

4. Automobile Liability - $500,000 - Combined single limit.

A15 Drug-Free Workplace

During the performance of this Contract, Unisys agrees to (i) provide a drug-free workplace for the Unisys employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Unisys workplace and specifying the actions that shall be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Unisys that Unisys maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions shall be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to Unisys, the employees of who are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Contract.

A16 Non-Discrimnation of Contractors

Unisys shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this Contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this Contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

A17 Termination for Convenience of the Commonwealth

This Contract may be terminated for the convenience of the Commonwealth for any reason by delivering to Unisys a notice of termination specifying the extent to which performance under the Contract is terminated, and the date of termination. After receipt of a notice of termination, Unisys must stop all work or deliveries under the Contract on the date and to the extent specified.

If no specific identifiable inventories were maintained exclusively for the Commonwealth's use, no claims shall be accepted by the Commonwealth. Payment shall be made for items and services received and approved prior to receipt of the termination notice.

If the Contract is for items being produced exclusively for the use of the Commonwealth, and raw materials or services must be secured by Unisys from other sources, Unisys shall order no additional materials or services except as may be necessary for completion of any portion of the work which was not terminated. The Commonwealth may direct the delivery of the fabricated or non-fabricated parts, work in process, completed work, supplies, and other material produced as a part of, or acquired in connection with the performance of the work, or direct Unisys to sell the same, subject to the Commonwealth's approval as to price.

Unisys may, with the approval of the Commonwealth, retain the same, and apply a credit to the claim. Unisys must complete performance on any part of the Contract not terminated.

Unisys must submit any termination claim within 120 days after receipt of the notice of termination, or such longer period as the Commonwealth for good cause may allow. This claim shall be in a form and with certifications prescribed by the VITA Supply Chain Management Office. The claim shall be reviewed and forwarded with appropriate recommendations to the requisitioning agency and/or the appropriate assistant attorney general for disposition in accordance with the *Code of Virginia, §2.1-127.*

A18 Use of Brand Names

As clearly indicated in Unisys proposal, the software product to be provided under this contract is First Tuesday™ by Quest Information Systems, Inc. Unisys is responsible to clearly and specifically identify the product being implemented and to provide sufficient descriptive technical details to enable the Commonwealth to determine that the product provided under this contract meets the specification of the solicitation or as mutually agreed upon during negotiations.

A19 eVA Business-To-Government Vendor Registration

The eVA Internet electronic procurement solution, web site portal www.eva.state.va.us, streamlines and automates government purchasing activities in the Commonwealth. The portal is the gateway for vendors to conduct business with state agencies and public bodies.

Unisys shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service, and complete the Ariba Commerce Services Network registration.

a.   eVA Basic Vendor Registration Service: $25 Annual Fee plus a transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, and electronic bidding, as they become available.

b.   eVA Premium Vendor Registration Service: $200 Annual Fee plus a Transaction Fee of 1% per order received. The maximum transaction fee is $500 per order. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments, and ability to research historical procurement data, as they become available.

c.   Ariba Commerce Services Network Registration. The Ariba Commerce Services Network (ACSN) registration is required and provides the tool used to transmit information electronically between state agencies and vendors. There is no additional fee for this service.

B. Supplementary Negotiated Terms and Conditions

B1   Assignment of Contract

Unisys shall not assign its rights under this contract or delegate the performance of its duties under this contract, to other than the parties stated herein, without prior written approval from the Commonwealth and the Commonwealth can withhold approval of assignment within its sole discretion.

To the fullest extent permitted by law, the parties agree that Unisys rights under this Contract shall not be assignable, in whole or in part, to any other party without the Virginia Information Technologies Agency (VITA's) written consent, and that any purported assignment or transfer without such consent shall be null and void. If any law limits the right of the parties to prohibit assignment or nonconsensual assignments, the procedure for any such assignment and the effective date of the assignment shall be as follows. Unisys shall give VITA prompt written notice of the assignment, signed by authorized representatives of both Unisys and the assignee.

In the event VITA receives any notice from a third party claiming to be an assignee of any rights of Unisys under this Contract, Unisys agrees that payment or other performance in respect of those rights shall not be due until at least thirty days after VITA's receipt of the notice required by the above paragraph or receipt of a similarly executed notice confirming the absence or revocation of the purported assignment. VITA shall promptly notify Unisys of any assignment notice it receives

B2   Availability of Funds

All funds for payment of equipment, software or services ordered under this Contract are subject to the availability of Commonwealth legislative appropriation (if applicable) for this purpose. In the event of non-appropriation of funds by the Virginia General Assembly for the items under this Contract, the Commonwealth shall terminate this Contract for the equipment, software and/or services for which funds have not been appropriated. Written notice shall be provided to Unisys as soon as the Commonwealth has notice that funds may not be available. Upon termination under this paragraph Unisys shall be entitled to receive (a) all fees due for services performed up to the termination date, (b) payment for hardware and third party software products identified in the Scope of Solution, that have been received and accepted by the Commonwealth.

B3   Patent and Copyright Protection

Unisys, at its own expense, shall defend any suit brought against the Commonwealth its agents, users, officers and employees, by a third party for the infringement of patents, copyrights or trade secrets enforceable in the United States if the claim of infringement is alleged to relate to or arise from Unisys or Commonwealth's use of any equipment, software, materials or information prepared, developed or delivered in connection with performance of this Contract. In such suit, Unisys shall pay any award or settlement incurred as a result of such suit.

VITA shall notify Unisys of such suit promptly after learning of it and shall give Unisys the

full right and opportunity to conduct the defense of the suit, subject however to the requirements of Section 2.2-510 and Section 2.2-514 of the Code of Virginia or any successor statute. If principles of governmental or public law are involved, the Commonwealth may, at its option and expense, participate in the defense of the suit.

Unisys shall not be required to defend or indemnify the Commonwealth for liability arising out of or related to (i) the Commonwealth's own specifications or design (ii) the combination of equipment or software furnished hereunder with any equipment or software not supplied by the Unisys under this contract, (iii) the alteration of any equipment or software furnished hereunder unless authorized in writing by Unisys, or (iv) non-Unisys products alone.

If, any Product or Service becomes, or in Unisys opinion, is likely to become, the subject of a claim of infringement, Unisys may, at its option, provide non-infringing substitutes that meet the requirements of this contract, or at Unisys option and expense, may obtain the right for the Commonwealth to continue the use of such Product or Service.

If the use of such equipment or software by the Commonwealth is prevented by permanent injunction or by Unisys failure to procure the right for the Commonwealth to continue using the software, Unisys agrees to take back the infringing equipment, software, materials or information and refund the total amount the Commonwealth has paid Unisys under this

Contract, less one half (1/2%) percent of the total paid for each month of use by the Commonwealth.

This Section states the entire liability of Unisys and the Commonwealth's sole and exclusive remedies for patent and copyright infringement or misappropriation and trade secret misappropriation.

B4   Contractual Dispute

In accordance with Section 2.2-4363 of the Code of Virginia, Contractual claims, whether for money or other relief, shall be submitted in writing to VITA no later than sixty (60) days after final payment; however, written notice of Unisys intention to file such claim must be given to VITA and/or SBE at the time of the occurrence or beginning of the work upon which the claim is based. Pendency of claims shall not delay payment of amounts agreed due in the final payment. VITA shall render a final decision in writing within thirty (30) days after its receipt of Unisys written claim.

Unisys may not invoke any available administrative procedure under Section 2.2-4365 of the Code of Virginia nor institute legal action prior to receipt of VITA's decision on the claim, unless VITA fails to render its decision within thirty (30) days. The decision of VITA shall be final and conclusive unless Unisys, within six (6) months of the date of the final decision on the claim, invokes appropriate action under Section 2.2-4364, Code of Virginia or the administrative procedure authorized by Section 2.2-4365, Code of Virginia. Prior to invoking a claim, administratively or legal; Unisys agrees to submit such claim to Alternative Dispute Resolution.

In the event of any breach by the Commonwealth, Unisys remedies shall be limited to claims

for damages and Prompt Payment Act interest and, if available and warranted, equitable relief, all such claims to be processed pursuant to this Section. In no event shall Unisys remedies include the right to terminate any license or support services hereunder.

Unisys agrees to submit any and all contractual disputes arising from this contract to VITA alternative dispute resolution procedures. Unisys may invoke VITA's Alternative Dispute resolution procedures at any time and concurrently with any other statutory remedies prescribed by te Code of Virginia.

B5 Limitation of Liability

To the maximum extent permitted by applicable law, Unisys liability under this Contract and the Commonwealth's exclusive remedy for loss or damages from any cause related to or arising under this Contract shall not exceed the greater of $1,000,000 dollars or two (2) times the amount of money paid to Unisys under this Contract as of the date of the event or circumstance giving rise to such liability. The above limitation of liability is per incident; however, the total aggregate amount of damage under this contract, regardless of the number of claimed incidents, shall not exceed $20,000,000 dollars. Unisys shall not be liable under this Contract for (i) any indirect, incidental, special or consequential damages, (ii) damages from loss of profits, revenue, data or use of the supplies, equipment and/or services delivered under this Contract, or (iii) claims, demands or action against the Commonwealth by a third party, except for the damage to tangible property or personal injury, to the extent proximately caused by the negligent acts or omissions of Unisys. The limitation and exclusion of damages in the foregoing sentences shall not apply, however, to liability arising from: (a) personal injury or death; (b) damage to tangible property or (c) claims under the Patent and Copyright Protection Section above.

B6 Periodic S-W-A-M Participation Progress Reports

This Contract requires the submission of monthly performance progress reports or program status reports on actual involvement of small businesses and businesses owned by minorities and women as part of their periodic invoices. This information shall be provided separately for small businesses, minority-owned businesses and women-owned businesses. All such reports should be submitted to VITA.

B7 Final Actual Involvement Report

Unisys shall submit, prior to completion or at completion of the Contract and subject to final payment, a report on the actual dollars spent with small businesses and businesses owned by women and minorities during the performance of the Contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, minority-owned, women-owned) the total actual dollars spent on this Contract, the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated Contract value. A suggested format is as follows:

TOTAL				

B8   Confidentiality of Information

The Parties agree to observe complete confidentiality with respect to all aspects of any confidential information, proprietary data and/or trade secrets and any parts thereof, whether such contents are the Commonwealth's, Unisys or any users' or other manufacturer, or Distributor whereby the other party or any of it personnel may gain access through its performance of this contract, or while on the other party's or user premises. Confidential information of the Commonwealth shall include, without limitation, all information provided by the State Board of Election. (SBE). Confidential information of the Commonwealth will be used only for the purposes prescribed herein and for no other use. Confidential information of the Commonwealth will not be provided to or used by any agent, employee, successor or subcontractor except for the purposes of this contract, and subject to the specific restrictions prescribed herein. Revealing, copying or using in any manner whatsoever any such contents which have not been authorized by the other party are strictly prohibited. The parties, their agents, employees, successors, subcontractors or any other party who shall have access to confidential Commonwealth information shall be required to sign a "Statement of Responsibility" form. The restrictions herein shall survive the termination of this Contract for any reason and shall continue in full force and effect and shall be binding upon the signing party, its agents, employees, successors, subcontractors or any party claiming an interest in this Contract on behalf of or under the rights of the following any termination. Each party shall advise all of its agents, employees, successors, and subcontractors which shall have access to such confidential information of the restrictions, present and continuing, set forth herein.

The obligations stated in this Section do not apply to confidential information: (a) already known to the other party at the time of disclosure; (b) independently generated by the recipient and not derived from the confidential information supplied by the other party; (c) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the other party; (d) disclosed to the other party without a similar restriction by a third party who has the right to make such disclosure; or (e) required to be disclosed by the recipient by law, regulation, Court order, or other legal process.

B9   Registered Office Certification

Unisys must certify that they shall continuously maintain a registered office in the Commonwealth which may be the same as any of its places of business and a registered agent, who shall be a resident of the Commonwealth and either an officer or director of the corporation or a member of the Virginia State Bar, and whose business office is identical with such registered office pursuant to Title 13 of the Code of Virginia. Any contractor who is a sole proprietorship or partnership must certify that it maintains an office in the Commonwealth and name an individual who is a resident of the Commonwealth to serve as

its registered agent for purposes of service of process.

Offeror; provide the following registered agent information:

Registered Agent (Name or Firm): _____

Address: _____

_____

B10   Buy-Outs – Third Party Acquisition of Software

Unisys shall promptly notify VITA in the event that the intellectual property in or business associated with any Product or Service covered by this Contract is acquired from Unisys by a third party or in the event Unisys or substantially all of its assets is acquired by a third party.

The terms and conditions of this Contract including but not limited to the license rights and related services shall not be affected in such event identified above even if the successor or assignee already has a Contract with the Commonwealth covering products and services of the type covered by this Contract. Unisys responsibilities under this Contract shall not be released by such acquisition. In addition, prior to any acquisition, Unisys shall obtain for the Commonwealth's benefit the assignee's Contract to fully perform this Contract.

The successor or assignee, by taking any benefit, including acceptance of payment, under this Contract ratifies this Contract.

The failure of any successor or assignee of Unisys to acknowledge its obligation to adhere to the terms and conditions of this Contract shall constitute a breach of this Contract for which the successor or assignee shall be liable and subject to debarment.

B11   Non-Visual Access to Technology and Section 508 Compliance

All information technology which, pursuant to this Contract, is purchased or upgraded by or for the use of any State agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with the following non-visual access standards from the date of purchase or upgrade until the expiration of this Contract:
   a. effective, interactive control and use of the Technology shall be readily achievable by non-visual means;
   b. the Technology equipped for non-visual access shall be compatible with information technology used by other individuals with whom any blind or visually impaired user of the Technology interacts;
   c. non-visual access technology shall be integrated into any networks used to share communications among employees, program participants or the public: and
   d. the technology for non-visual access shall have the capability of providing equivalent access by non-visual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Compliance with the foregoing non-visual access standards shall not be required if the head of the using agency, institution or political subdivision determines that (i) the Technology is

not available with non-visual access because the essential elements of the Technology are visual and (ii) non-visual equivalence is not available.

All information technology which, pursuant to this Agreement, is purchased or upgraded by or for the use of any Commonwealth agency or institution or political subdivision of the Commonwealth (the "Technology") shall comply with Section 508 of the Rehabilitation Act (29 U.S.C. 794d), as amended. If requested, Unisys must provide a detailed explanation of how compliance with Section 508 of the Rehabilitation Act is achieved and a validation of concept demonstration.

The requirements of this Paragraph along with the Non-Visual Access to Technology Clause shall be construed to achieve full compliance with the Information Technology Access Act, §§2.2-3500 through 2.2-3504 of the Code of Virginia."

B12   Creation of Intellectual Property

All copyrightable material created pursuant to this Contract by Unisys and or its subcontractors for the custom portion of the software provided to the Commonwealth shall be considered work made for hire and shall belong exclusively to the Commonwealth, understanding that *FirstTuesday*™ software package is owned by Quest. If the whole or any part of such copyrightable material cannot be deemed work made for hire, Unisys agrees to assign, and does hereby irrevocably assign, the copyright thereto to the Commonwealth, and shall execute and deliver such further documents as the Commonwealth may reasonably request for the purposes of acknowledging or implementing such assignment.

The Commonwealth shall have all rights, title and interest in or to any invention as reduced to practice through the performance of this Contract and included in the custom portion of the software delivered to the Commonwealth.

Unisys hereby agrees that, notwithstanding anything else in this Contract, in the event of any breach of this Contract by the Commonwealth, Unisys remedy shall not include any right to rescind or otherwise revoke or invalidate the provisions of this Section. Similarly, no termination of the Contract by the Commonwealth shall have the effect of rescinding the provisions of this Section.

B13   Electronic Copy Requirements

Unisys shall provide VITA with an electronic Microsoft Word version of their original proposal and any negotiated changes for inclusion in the final Contract document.

B14   Delivery and Acceptance of Products

Except where otherwise expressly provided, "delivery" includes installation and delivery shall not be complete until Unisys completes installation of all Products, including, without limitation, shipping FOB destination, all unpacking, positioning and connection of such Products with internal utility services, ready for acceptance testing. All equipment installations shall comply with building and facilities standards established by the Commonwealth.

B15   Site Preparation

At least thirty (30) days prior to the scheduled delivery date, Unisys shall provide the Commonwealth with any environmental specifications necessary for the proper and efficient operation of all Products. All such specifications shall be in writing.

The Commonwealth shall prepare the site(s) at its own expense and in accordance with all such environmental specifications.

Ten days prior to the scheduled delivery date, Unisys shall, if Unisys deems it necessary, inspect the site(s) and notify the Commonwealth in writing of any environmental inadequacies. In the absence of notification to the contrary, the Commonwealth's environment shall be deemed acceptable to Unisys.

Any delay or additional site preparation expense caused in whole or in part by erroneous or incomplete environmental specifications shall be Unisys responsibility.

B16   Movement of Equipment

a. Equipment may be moved from one Commonwealth location to another upon thirty (30) days written notice to Unisys. Prior written notice shall not be required in case of emergency. Unisys shall continue to maintain the equipment as before, but if Unisys has no facilities at the new location, the maintenance terms for the relocated equipment shall be equitably adjusted.

b. Shipment to the new installation site shall be at the Commonwealth's expense by any appropriate mode of transportation selected by the Commonwealth. Unisys shall supervise packing, unpacking, and relocation of the equipment. Commonwealth shall compensate the Unisys for this service if Unisys charges substantially all of its commercial customers for such services. If such charges are assessed, they shall be at the Unisys then current standard rates.

c. Maintenance charges shall be suspended on the day that the equipment is dismantled in preparation for shipment and shall be reinstated when the Unisys certifies that the equipment is again ready for operational use. However, there shall be no suspension of charges if (a) the suspension period is less than 30 days or (b) the total charges to be suspended are less than $500.00.

d. There shall be no relocation charge to the Commonwealth in the event of transfer of licensed Software Product(s) to another location and the licensed Software Product (s) is to be discontinued at the old location, unless such relocation is performed or assisted by Unisys at the request of the Commonwealth, whereupon Commonwealth shall compensate Unisys for this service at Unisys then current standard rates..

B17   Additions and Substitutions

The Commonwealth may add or substitute memory, tape drives, terminals, or other equipment from any source. In such event, the following conditions are applicable:

a. Unisys shall be notified at least thirty (30) days in advance of such additions or substitutions.

b. The Unisys shall be relieved of the obligations specified elsewhere in this Contract to correct Product malfunctions and defects and provide credits to the Commonwealth if, and only if, the malfunction or defect results solely and directly from the use of equipment not supplied by Unisys under this Contract.

c. If the addition or substitution made by the Commonwealth increases the cost of maintenance, an equitable adjustment in the maintenance charge shall be made.

d. Maintenance charges for equipment replaced by substitutions shall be discontinued effective upon de-installation of the equipment to be replaced.

B18   Engineering Changes

Unisys may make engineering changes with the consent of the Commonwealth, such consent not to be unreasonably withheld, provided there is no additional charge for the change and the Commonwealth is able to schedule the change to avoid material impact upon the daily operations of the Commonwealth. Essential engineering changes that impact safety shall be installed at a mutually acceptable times.

B19   Performance and Payment Bonds

Unisys shall deliver to VITA an executed Commonwealth of Virginia Standard Performance Payment Bond, in the sum of the contract amount and a Standard Labor and Materials Bond in the sum of the contract amount, with the Commonwealth of Virginia as oblige. (See Attachment C). The contract amount shall reflect the amounts for the implementation and one-year warranty portion of the project. The surety shall be a surety company or companies approved by the State Corporation Commission to transact business in the Commonwealth of Virginia. No payment shall be due or payable to Unisys, even if the Contract has been performed in whole or in part, until bonds have been delivered to VITA.

In the event that the Commonwealth and Unisys agree to the provision of maintenance services under this Contract, Unisys shall deliver to VITA an executed Commonwealth of Virginia Standard Performance Payment Bond, in the sum of the annual amount for such maintenance services, and a Standard Labor and Materials Bond also in the sum of the annual amount for such maintenance services.

The performance bonds and Labor and Material Bonds shall be procured at the expense of Unisys, made payable to the Commonwealth of Virginia, and delivered to:

Virginia Information Technologies Agency
Supply Chain Management
110 South 7th Street – Ground Floor
Richmond, Virginia 23219

B20 Licensed Software

Unisys represents and warrants that it is the sole owner of each software product or, if not the owner, has received all proper authorizations from the owner to license each software Product, and has the full right and power to grant the rights contained in this Contract. Unisys further represents and warrants that neither the software product nor its use shall violate or infringe any patent, copyright, trade secret or other property right of any other person. All breaches of this representation and warranty by Unisys shall be governed solely by the provision of the section entitled "Patent and Copyright Protection".

B21 Application Software Term of License - License Grant

All licenses granted under this Contract are purchased on a non-exclusive, irrevocable, non-transferable, perpetual, license basis and shall commence upon the delivery or download of the software product by the Commonwealth. Notwithstanding the foregoing, the Commonwealth may terminate the license at anytime. This license is perpetual and in no event shall Unisys remedies for any breach of this Contract include the right to terminate any license or support services hereunder.

Unisys grants to the Commonwealth a fully paid, perpetual, worldwide, nonexclusive, non-transferable, irrevocable source and object code license for an unlimited number of users to use, copy, and modify, the VERIS Software and Documentation including any subsequent revisions, in accordance with the terms and conditions set forth herein and subject only to the limitations and/or restrictions explicitly set forth in this Contract. Except as otherwise provided herein, the Software is the property of Unisys, Quest, or their licensors, and no title or ownership of the software or any of its parts, including Documentation, will transfer to the Commonwealth.

The Commonwealth may allow access to the Software by the Commonwealth's third party vendors who are under contract with the Commonwealth to provide services to or on behalf of the Commonwealth, provided such third parties agree to adhere to and maintain the confidentiality and license requirements under this Contract, and that their use is limited solely to the performance of services to Commonwealth under such contracts. Access includes loading or executing the Software on behalf of the Commonwealth, its Agents or Authorized Users. Except as expressly authorized herein, the Commonwealth will not distribute the FirstTuesday™ to any third party without Unisys prior written consent.

The Commonwealth may make a reasonable number of copies of the Software and Documentation for use in training, support, demonstrations, backup, disaster recovery and development for no additional license fees or costs. The Commonwealth agrees that any copies of the Software or Documentation that it makes under this Agreement will bear all copyright, trademark and other proprietary notices included therein by Unisys or the applicable third party.

Except as provided or allowed by law, each Party agrees that it shall not reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any software or other intellectual property of the other Party.

Nothing contained herein shall be construed to restrict or limit the Commonwealth's rights to use any technical data which the Commonwealth may already possess or acquire under proper authorization from other sources.

The Commonwealth may use the software and related documentation according to the terms and conditions of this Contract, solely for Commonwealth's requirements. In the event that a separate license agreement from the owner of the software accompanies non-Unisys commodity software, then the terms of the separate license agreement will supersede the license terms in this provision for that software.

The Commonwealth will not modify or combine software which bears a copyright notice of any third party without the express agreement of the copyright owner. The Commonwealth will not reverse engineer, decompile or disassemble any software provided under this Agreement.

This agreement does not transfer to the Commonwealth title to any intellectual property contained in any software, documentation or Confidential information provided under this license.

B22   Application Software Confidentiality

Commonwealth agrees that when the Software Product is proprietary to Unisys and has been developed or acquired at Unisys expense, that it shall hold and use the Software Product in the same manner as it would deal with its own confidential information. Commonwealth shall not knowingly divulge, nor knowingly permit any of its employees, agents, or representatives to divulge, any proprietary information with respect to the Software Product, the technology embodied therein, or any other documentation, models, descriptions, forms, instructions or other proprietary information relating thereto, except as specifically authorized by Unisys, in writing, or as may be required by the laws of the Commonwealth of Virginia.

Commonwealth shall take all reasonable steps necessary or appropriate to insure compliance with this Section by the Commonwealth's employees, agents and representatives, including copying reproducible legends and markings on all physical components of the Software Product.

The Commonwealth's obligation under this Section shall terminate one year after the Commonwealth ceases using the Software Product containing the proprietary information; however, after this obligation with respect to an item of Confidential Information ends as provided above, use of that item of Confidential Information shall continue to be governed by applicable law, including, without limitation, patent and copyright law.

B23   Third Party Software Upgrades

Refer to Attachment B for third party software upgrade requirements.

B24   Disposition of Licensed Software

Unless otherwise instructed by Unisys, the Commonwealth shall erase, destroy or otherwise

render unusable the Software Product within thirty (30) days from the date of the Commonwealth's termination of the license. The Commonwealth shall have the right to retain one (1) copy for archival purposes.

B25   The Commonwealth's and SBE's Rights to VERIS Application Software

Notwithstanding anything to the contrary in this Contract, the Commonwealth and the State Board of Elections shall have:

a. Unlimited use of the Software Products on the machines for which it is acquired and on any new, replacement and additional equipment;

b. Use of such Software Products with a backup system if the system(s) for which it was acquired is for any reason, inoperative or during an emergency, or the performance of engineering changes in features or model;

c. The right to use such Software Products at any Commonwealth installation to which the machine(s) may be transferred by the Commonwealth;

d. The right to copy such software for safekeeping or backup purposes;

e. The right to modify such Software Product or combine it with other programs or material at the Commonwealth's risk; and

f. The Commonwealth shall have the right to reproduce any and all documentation supplied under the terms of this Contract, provided, however, that such reproduction shall be for the sole use of the Commonwealth and shall be subject to the same restrictions or use and disclosure as are contained in this Contract.

Nothing contained herein shall be construed to restrict or limit the Commonwealth's rights to use any technical data which the Commonwealth may already possess or acquire under proper authorization from other sources.

B26   Software Warranty

Refer to Attachment B for the service level agreement.

B27   Software Maintenance and Support

Refer to Attachment B for the service level agreement.

B28   Correction of Errors

Refer to Attachment B for requirements concerning correction of errors in the software or hardware.

B29   Source Code

Upon final acceptance and payment of the VERIS system, the Commonwealth shall be entitled to have, use and duplicate, for its own internal maintenance purposes, a copy of the

source code and associated documentation for the VERIS application software product. Provided that such application software is under a maintenance agreement with Unisys, the source code shall be updated to reflect upgrades and corrections to the software. The Commonwealth's rights under this Section to use the source code shall survive the expiration or termination of this Contract for a period of 20 years.

B30   Warranty Against Shutdown Devices

Unisys shall implement and use industry standard practices at all times during the term of this Agreement to attempt to identify, screen, and prevent, and shall not itself intentionally install, any computer instructions, circuitry or other technological means ("Harmful Code") whose purpose is to disrupt, damage or interfere with Commonwealth's use of the applicable product as contemplated by this contract. Harmful Code shall include, without limitation, any automatic restraint, time-bomb, trap-door, virus, worm, Trojan horse or other harmful code or instrumentality that will cause the products to cease to operate or to fail to conform to its specifications. Harmful Code, however, shall not include any timer, clock, counter, time lock or other limiting method that is part of the standard configuration of the products. In the event Unisys is in breach of this requirement, Unisys shall, subject to the limitations set forth in Section XVII.B.5 of this Agreement, be responsible to reduce or eliminate the effects of any Harmful Code discovered in such products.

B31   Disaster Recovery

By executing this Contract, Unisys hereby authorizes the Commonwealth to operate Unisys licensed software products identified in this Contract at other location(s) for purposes of disaster recovery and disaster recovery testing. In addition, Unisys recognizes that to prepare for such an event the Commonwealth must test Unisys software product (normally for periods at a Commonwealth Disaster Recovery Site). The use of Unisys software products by the Commonwealth, at such times and under such events shall be in accordance with the terms and conditions of this Contract. Unisys agrees that there shall be no additional charge to the Commonwealth when Unisys software products are used during an actual disaster or for disaster recovery testing. Provided that the disaster recovery locations chosen by the Commonwealth are located within the continental United States, Unisys will continue to provide the contracted maintenance service. In the event that the disaster recovery site becomes the primary VERIS system site, service level requirements may be subject to change as mutually agreed upon by the parties, depending on the location of such site.

B32   Breach

Unisys shall be deemed in breach of this Agreement if Unisys (a) fails to make the VERIS system ready for acceptance testing by the specified delivery date in Attachment A; (b) repeatedly fails to respond to requests for maintenance or other required service within the time limits set forth in this Agreement; (c) fails to make a milestone delivery date, or fails to comply with any other term of this contract and fails to cure such noncompliance within ten days (or such greater period as is acceptable to the Commonwealth) following Unisys receipt of a Show Cause Notice identifying such noncompliance; or (d) fails to provide a written response to the Commonwealth's Show Cause Notice within ten days after receiving same.

Unisys shall not be in breach of this contract if its default was due to causes beyond the

reasonable control of, and occurred without any fault or negligence on the part of, both Unisys and its subcontractors. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Commonwealth in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

In the event of breach, in addition to any other remedies provided by law, the Commonwealth may cancel its obligations with respect to any or all unaccepted Products or Services. All costs for deinstallation and return of Products shall be borne by Unisys. In no event shall any failure by the Commonwealth to exercise any remedy available to it be construed as a waiver of or consent to any breach.

B33   Equipment Warranty

Refer to Attachment B (Section 5.1.2) for equipment warranty. In addition, all equipment provided to the Commonwealth pursuant to this contract by Unisys or any subcontractor must be new, and not assembled from used parts.

B34   Warranty and Maintenance Requirements

For the purposes of warranty and maintenance services, Commonwealth will (a) maintain the operating environment according to the manufacturer's specifications, (b) provide adequate working and storage space for use by Unisys personnel near the equipment, (c) provide Unisys full access to the equipment and sufficient computer time, subject only to Commonwealth's security rules applicable to its suppliers which are communicated to Unisys, (d) follow Unisys procedures for placing service requests and determining if remedial service is required, (e) follow Unisys instructions for operator maintenance and obtaining services, (f) provide a memory dump and additional data in machine readable form if requested, and (g) reproduce suspected errors or malfunctions in software.

B35   Disclaimer

EXCEPT AS EXPRESSLY STATED IN THESE TERMS AND CONDITIONS, ALL CONDITIONS AND WARRANTIES, EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE ARE HEREBY EXCLUDED. REPRESENTATIONS NOT EXPRESSLY STATED IN THE SPECIFICATIONS ARE SPECIFICALLY DISCLAIMED BY UNISYS. UNISYS DOES NOT WARRANT THAT THE SYSTEM WILL MEET COMMONWEALTH REQUIREMENTS NOT EXPRESSED IN THE SPECIFICATIONS. UNISYS DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNISYS WARRANTIES WILL NOT APPLY AND UNISYS WILL NOT BE RESPONSIBLE IF AN ATTACHMENT OR ALTERATION OF PRODUCTS NOT AUTHORIZED OR PERFORMED BY UNISYS, DIRECTLY OR INDIRECTLY, RESULTS IN: (a) ANY MALFUNCTION, NONPERFORMANCE OR DEGRADATION OF PERFORMANCE OF PRODUCTS; OR, (b) PERSONAL INJURY OR DAMAGE TO PROPERTY AND PRODUCTS.

B36   Risk of Loss

All risk of loss or damage to goods purchased under this Contract will pass to Commonwealth upon delivery to Commonwealth's location, unless such loss or damage is caused by Unisys or its subcontractors authorized by Unisys.

B37   Relationship between the Commonwealth and Unisys
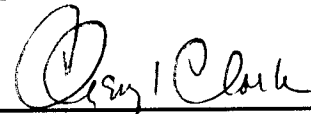
Unisys has no authority to contract for the Commonwealth or in any way to bind or to commit the Commonwealth to any agreement of any kind or to assume any liabilities of any nature in the name of or on behalf of the Commonwealth. Under no circumstances will Unisys, or any of its employees, hold itself out as an agent or an employee of the Commonwealth. It is the intent of the Commonwealth and Unisys that (i) the individuals Unisys assigns to perform the services under this Contract will not be deemed employees of the Commonwealth, (ii) the Commonwealth will have no duty to provide or maintain any insurance or other employee benefits on behalf of Unisys or its employees, (iii) Unisys is an independent contractor for purposes of federal, state and local employment taxes, and (iv) the Commonwealth is not responsible to collect or withhold any federal, state or local employment taxes, including, but not limited to, income tax withholding and social security contributions, for Unisys.

PERSONS SIGNING THIS AGREEMENT ARE AUTHORIZED REPRESENTATIVES OF EACH PARTY TO THIS AGREEMENT AND ACKNOWLEDGE THAT EACH PARTY AGREES TO BE BOUND BY THE TERMS AND CONDITIONS OF THE AGREEMENT.

UNISYS CORPORATION

BY: _____

NAME: _GREG BARONI_

TITLE: _PRES., Global Public Sector_

DATE: _DEC 29, 2004_

COMMONWEALTH OF VIRGINIA

BY: _____

NAME: _Cheryl Clark_

TITLE: _VITA Deputy CIO_

DATE: _12/29/04_

ATTACHMENT A
PROJECT TIMELINE, DELIVERABLES, ACCEPTANCE
CRITERIA AND PAYMENT SCHEDULE

Virginia Election
and
Registration Information System
(VERIS)

Project Timeline, Deliverables,

Acceptance Criteria and Payment Schedule

1. Project Timeline

The following key dates are preliminary and are based upon an assumed project start date of November 15, 2004. The Work Breakdown Structure (WBS) and the final project plan will be developed by the Unisys and VERIS project managers upon project start and will be completed as part of the project plan timeline.

Critical Delivery Timeline of FirstTuesday™ Baseline Release from Unisys

Nr.	Task Description	Delivery Date
1	Delivery of First Tuesday Baseline Release	02-20-2005

VERIS Project Timeline

Nr.	Task Description	Estimated Completion Date
I. Project Plan		
1.	Project Initiation	11-15-2004
2.	Project Plan – Complete	12-01-2004
4.	Project Plan Review and Approval – SBE	12-09-2004
II. Requirements Analysis		
5.	Requirements Analysis – Complete *(analysis of VA specific changes)*	01-03-2005
7.	Requirements Documents Approval – SBE	01-11-2005
III. Design and Development of VA Specific Modifications		
8.	Design – Complete *(design of VA specific changes)*	02-11-2005
10.	Design Documents Approval – SBE	02-21-2005
11.	VA Specific Development (except custom reports) – Complete	06-01-2005
IV. Mock Election, Initial Data Conversion and Training		
12.	Training Plan – Complete	04-01-2005
13.	Training Plan Review / Approval – by SBE	04-11-2005
14.	Configuration and set-up of Q/A, Training and Production Environments – Complete	04-01-2005
15.	Data Conversion and Migration – Mock Election Localities	06-10-2005
16.	Training Execution • *Training of 5 mock election localities and SBE staff*	06-13-2005
17.	Mock Election Test Plan and Data Conversion Ready	06-01-2005
19.	Mock Election Plan – Review / Approval by SBE	06-09-2005
20.	Mock Election Execution (5 Localities and SBE)	06-14-2005 – 06-21-05
21.	Mock Election Report – Review and Approval by SBE	06-28-2005
V. User Acceptance Testing (UAT)		
22.	UAT Plan	03-21-05
24.	UAT Plan Review / Signoff – by SBE	04-04-2005
25.	UAT Execution – Complete and Results Reported	06-29-2005 – 07-20-2005
27.	UAT Report – Review / Approval by SBE	08-02-2005
VI. Deployment		

28.	Final Training of all Localities and SBE before Deployment	08-04-2005 – 08-05-2005
29.	Final Pull of VVRS Data, Conversion, and Migration	08-03-2005
30.	Deployment Plan Ready	08-03-2005
32.	Deployment Plan – Review / Approval by SBE	08-11-2005
33.	Deployment Execution – Complete	08-15-2005 – 08-30-2005
34.	Deployment Execution – Report	09-06-2005
36.	Deployment Execution – Review / Approval by SBE	09-20-2005
37.	Customization of Reports	10-01-2005
38.	Testing and Acceptance of Custom Reports	10-15-2005
39.	Final Acceptance of VERIS – By VITA	12/30/2005
40.	Final Acceptance of VERIS – By SBE	12/30/2005

2. Deliverables

The following table provides a list of all project major deliverables. The Acceptance Criteria is as per attachments, appendices, and RFP documents as indicated.

Major Deliverables and Acceptance Criteria

No	ID #	Description of Major Deliverables	Documents Containing Acceptance Criteria
1.	PM-1.0	Project Management: Initial Deliverables	Attachment PM
2.	PM-2.0	Project Management: Project Plan, Core and Facilitating Processes	Attachment PM
3.	FT-1.0	FirstTuesday™ Baseline Version – Delivery	Delivery of the baseline version of *FirstTuesday*™ (COTS package) on February 20, 2005.
4.	DC-1.0	Data Conversion and Migration – Planning & Execution	Attachment DC, Appendix B: Technical Requirements of VERIS RFP (Section T-11), Appendix G: VVRS Data Structures of VERIS RFP
5.	DC-2.0	VGIN Data Conversion – Reprecincting and Redistricting, including Training	Attachment DC, Appendix B: Technical Requirements of VERIS RFP (Section T-11), Appendix G: VVRS Data Structures of VERIS RFP
6.	BR-1.0	VERIS Business Requirements	Attachment BR, Appendices A & B of VERIS RFP
7.	BR-2.0	VERIS Business Requirements Design Acceptance (non-reporting components)	Attachment BR, Appendices A & B of VERIS RFP
8.	CR-1.0	VERIS Customized Reports – Specifications, Design and Acceptance	Appendix A: Business Requirements of VERIS RFP, Attachment CR, And as defined in the WBS
9.	IF-1.0	VERIS External Interfaces	Attachment IF, Appendix B: Technical Requirements of VERIS RFP (Section T12: Interface Requirements)
10.	AD-1.0	VERIS System Administration – Definition of Requirements (Role-based user-ID, Passwords, Authentication, etc.)	Appendix A: Business Requirements of VERIS RFP, Appendix B: Technical Requirements of VERIS RFP
11.	AD-2.0	VERIS System Administration – Validation and Final Acceptance (Role-based user-ID, Passwords, Authentication, etc.)	Appendix A: Business Requirements of VERIS RFP, Appendix B: Technical Requirements of VERIS RFP,
12.	TR-1.0	Technical Architecture – Validation of Requirements	Attachment TR, Appendix B: Technical Requirements of VERIS RFP
13.	TR-2.0	Technical Architecture – Acceptance of Performance, Scalability and Security	Attachment TR, Appendix B: Technical Requirements of VERIS RFP
14.	ME-1.0	Mock Election Plan and Delivery of Training	Attachment ME, Appendix B: Technical Requirements of VERIS RFP (Replacing Parallel Runs with Mock Election)
15.	ME-2.0	Mock Election Execution Support and Acceptance of Results	Attachment ME, Appendix B: Technical Requirements of VERIS RFP (Replacing Parallel Runs with Mock Election)
16.	TP-1.0	User Training Plan	Attachment TP, Appendix B: Technical Requirements of VERIS RFP
17.	TP-2.0	User Training – Delivery and Acceptance	Attachment TP, Appendix B: Technical Requirements of VERIS RFP
18.	TP-3.0	Other User Training	Attachment TP, Appendix B: Technical Requirements of VERIS RFP
19.	TP-4.0	Technical Training	Attachment TP, Appendix B: Technical Requirements of VERIS RFP
20.	UA-1.0	User Acceptance Test (UAT) Strategy, Approach and Delivery of the UAT Plan	Attachment UA, Appendix A: Business Requirements of VERIS RFP, Appendix B: Technical Requirements of VERIS RFP

23.	UD-1.0	End-user Documentation – Delivery and Acceptance	Attachment UD, Appendix B: Technical Requirements of VERIS RFP
24.	UD-2.0	Technical Documentation –Delivery and Acceptance (in support of the VERIS operations and maintenance)	Attachment UD, Appendix B: Technical Requirements of VERIS RFP
25.	UD-3.0	User Documentation (Reports) – Delivery and Acceptance (for Standard Reports Library and Customized Reports)	Attachment UD, Appendix B: Technical Requirements of VERIS RFP

Attachment PM: Project Management

PM-1.0 Project Management – Initial Deliverables

PM-1.1: Project Initiation
Project Initiation Management tasks to support:

- Preparing for and participating in the project kickoff meeting
- Setting the project goals
- Defining the project team roles and responsibilities
- Defining Project team specific assignments
- Setting up and training the team on the use of Project Information Portal
- Providing 3D-VE (3 Dimensional Visible Enterprise) workshop to team members and stakeholders and installing licensed software (ProVision Enterprise Pro, Rational Rose XDE developer, and 3D-VE) for the duration of VERIS project.

PM-1.2: Project Execution and Control
Set up project management and control mechanisms:

- Developing the MS Project file with all milestones, deliverables, and project tasks (start and end dates, duration, dependencies, resource assignments
- Monitoring and tracking completion of work tasks
- Creating and managing an on-line repository
- Document management and version control for all deliverables and work products
- Managing issues and risks by keeping the repository current and reporting to the VERIS Project Manager.

PM-1.3: Project Portal Implementation
Acceptance of the Project Portal implementation used to provide communications to all project team members and to manage document version control for all project documents.

PM-1.4: Project Team Orientation
Project procedures and processes will be defined and presented to all applicable team members. This process will be repeated throughout the project as necessary to address changes in project team staff assignments.

PM-1.5: Project Status Reporting
Weekly Status Reports: Conduct weekly project status meetings and create weekly project status summary report.
Monthly Status Reports: Provide the detailed monthly status report as required. The report should address the following Key Status Indicators (KSI) questions.

1. Is the project on track to meet the planned performance requirements as reflected in the measures of success?
2. Are the costs within the planned budget?
3. Is the project on schedule?
4. Does the project remain within the approved scope?
5. Is the project being managed to minimize or mitigate the identified risks?
6. Current Overall Project Status Indicator:
   – On track
   – Warning, consider corrective action or monitor previous corrective action.
   – Problem, immediate corrective action required.

PM-1.6: Oversight Committee Meetings
Participate and present the project updates to Agency Project Oversight Committee meetings as needed. Unisys will meet and present to Agency and/or Secretariat Oversight Committees if required.

PM-1.7: Independent Verification and Validation (IV & V)
Unisys will comply with and make their project staff available for the purpose of IV & V conducted by an independent organization to be selected by SBE.

PM-2.0: Project Management – Project Plan, Core and Facilitating Processes

PM-2.1: Project Plan – Delivery

The project plan as delivered will be a VERIS baseline plan (MS Project document) as the basis for the management and control of the VERIS project. The Plan will be maintained and modified throughout the project. The project plan will include, but is not limited to:

1. *FirstTuesday*™ Delivery Plan phases including:
   a) Analysis
   b) Design
   c) Development
   d) Testing
2. Data Conversion and Migration
3. Technical Architecture Deployment
4. Mock Election
5. Locality Transition and Coordination
6. Training Plan (SBE/Localities/VITA)
7. Security Testing
8. Performing Testing
9. UAT Acceptance
10. Implementation Plan (Go Live)
11. Operations and Help Desk Plan
12. Project Management and Status Reporting

PM-2.2: Project Plan: Project Core Processes

Following the PMI/COV project management guidelines, deliver the following documents detailing the major project core processes and activities, including but not limited to:

1. Project Scope and Objectives Refinement
2. Work breakdown Structure (WBS) Development
3. Organizational Breakdown Structure (OBS)
4. Activity Definition and Sequencing
5. Project Resource Plan (including SBE locality, VITA staff and Unisys/Quest staffing schedules)
6. Project Schedule Development
7. Project Budget Plan
8. Project Performance Plan

PM-2.3: Project Plan: Facilitating Processes

Following the PMI/COV project management guidelines, deliver the following documents detailing all major project facilitating processes and activities, including but not limited to:

1. Risk Management Plan
2. Project Communications Plan
3. Configuration Management Plan
4. Project Quality Action Plan
5. Change Control and Management Plan
6. Project Planning Transition Checklist

PM-2.4: SBE Work Flows

Review existing SBE workflows and define new SBE workflows for VERIS.

Attachment DC: Data Conversion and Migration

DC-1.0: Data Conversion and Migration – Planning and Execution

DC-1.1: Information Portal
Delivery and set-up of the Project Information Portal containing information about the project plan, data conversion plan and on-going status of the project and conversion efforts.
Provide the ability of the portal to communicate with the localities on all activity of data conversion and migration.

DC-1.2: Data Conversion Specification
Detailed specifications describing the source system (VVRS and backup tapes) data conversion requirements to assist the project team and the localities to identify data conversion design details and potential issues, solutions.

DC-1.3: Data Cleansing Design
Detailed design specifications on how each locality's data will be cleansed.

DC-1.4: Data Conversion Mapping Design
Data conversion design for each locality; mapping source data to the target data requirements, including details on how missing or incorrect data will be processed.

DC-1.5: Data Conversion Execution
Execution of the data conversion Plan for all localities; extract, transform and load into VERIS SQL database.

DC-2.0: VGIN Data Conversion – (Reprecincting / Redistricting, including Training)

DC-2.1: Data Conversion – GIS (VGIN)
Specify GIS initial data loading specification
Provide data conversion and migration initial loading of street file (address library), precincts data, and districts boundaries.

DC-2.2: VGIN Training
Conduct training for specified users on the use of the GIS redistricting / reprecincting functionally at the facilities provided by Unisys.

Attachment FT: First Tuesday Baseline Release

FT-1.0: First Tuesday Baseline Version – Delivery
The delivery of the *FirstTuesday*™ software baseline version (for customization to meet VERIS Business and Technical Requirements) on February 20, 2005.

Attachment BR: Business Requirements (customization)

BR-1.0: VERIS Business Requirements

BR-1.1: Business Requirements & Validation
Conduct the gap analysis and gather requirements; deliver the detailed analysis and definition of VERIS requirements (except reports) for customization of *FirstTuesday*™.
The requirements analysis will be done as per RFP 2004-035, Appendix A: Business Requirements. SBE review and approval will establish the baseline for the final design, development, and configuration of the solution.

BR-1.2: *FirstTuesday*™ Database Tables
Complete Technical documentation of the database design of the *FirstTuesday*™ application for review and use to support the analysis and design activities.

BR-1.3: Graphical User Interface (GUI) Standards
Provide the design of the user interface and the documentation of the standards necessary to support the design of all VERIS screens – data entry, inquiry, display, and update functions (such as change, delete, etc.) insuring that there is no screen scrolling.

BR-2.0: VERIS Business Design Acceptance (non-reporting components)

Provide the business design documents for SBE review and approval.

Attachment CR: Customized Reports

CR-1.0: VERIS Customized Reports Requirements, Design and Acceptance

CR-1.1: Reports Specifications
Gather and analyze the report requirements and deliver the requirements document.

CR-1.2: Reports Design Documents
Submit the reports design documents with report layouts for review and approval.

CR-1.3: Acceptance of Customized reports
Delivery and Acceptance of all customized reports.

Attachment IF: VERIS Interface Requirements

IF-1.0: VERIS External Interface – Requirements Analysis, Design, Delivery and Acceptance

IF-1.1: Definition and Analysis of Requirements
Detailed definitions of all business and technical requirements of the interfaces as follows:

1. DMV (Commonwealth's Department of Motor Vehicles) including bar code scanning and identification verification
2. Bureau of Vital Statistics
3. Social Security Administration Death Master File
4. Law Enforcement (State Police and U.S. District Courts)
5. VIPNet (Virginia Information Provider Network)
6. USPS (United States Postal Service) Address File
7. SBE's Campaign Finance System
8. VGIN (Virginia Geographical Information Network)
9. SBE Exchange Server
10. Secretary of Commonwealth (restoration of felons' rights)

IF-1.2: Design
Detailed design of all business and technical requirements of the interfaces.

IF-1.3: Delivery & Acceptance – DMV Interface
Delivery, testing and acceptance of the DMV Interface.

IF-1.4: Delivery & Acceptance – Bureau of Vital Statistics Interface
Delivery, testing and acceptance of the Bureau of Vital Statistics Interface.

IF-1.5: Delivery & Acceptance – Social Security Administration Master Death File Interface
Delivery, testing and acceptance of the Social Security Administration Master Death File Interface.

IF-1.6: Delivery & Acceptance – Law Enforcement (State Police U.S. District Courts) Interface
Delivery, testing and acceptance of the State Police and the U.S. District Courts Interface.

IF-1.7: Delivery & Acceptance – VIPNet Interface
Delivery, testing and acceptance of the VIPNet Interface.

IF-1.8: Delivery & Acceptance – USPS Address File Interface
Delivery, testing and acceptance of the USPS Address File Interface.

IF-1.9: Delivery & Acceptance – SBE Campaign Finance System Interface
Delivery, testing and acceptance of the SBE Campaign Finance System Interface.

IF-1.10: Delivery & Acceptance – VGIN Interface
Delivery, testing and acceptance of the VGIN Interface.

IF-1.11: Delivery & Acceptance – SBE Exchange Server (2000) Interface
Delivery, testing and acceptance of the SBE Exchange Server interface.

IF-1.12: Delivery & Acceptance – Secretary of Commonwealth Interface
Delivery, testing and acceptance of the Secretary of Commonwealth Interface.

Attachment AD: VERIS Administrative Requirements

AD-1.0: VERIS System Administration– Definition of Requirements

Design, development and delivery of all VERIS Administrative Requirements as defined in Appendices A and B of the RFP-2004-035.

AD-2.0: VERIS System Administration – Validation and Final Acceptance

Validation and acceptance of VERIS Administrative requirements.

Attachment TR: VERIS Technical Requirements

TR-1.0: Technical Architecture – Validation of Environments

TR-1.1: Configuration / Set up of Environments (Training/Practice, Q/A and Production)
Configure and set up the hardware and software environments in support of the project activities in training/practice, Q/A, and production environments.

TR-1.2: Technical Architecture – Testing and Implementation
Testing of the hardware and software environments required to support the analysis, design, development and integration testing activities and implementation of the servers' hardware and software required to host in the VITA data center.

TR-1.3: Localities Readiness

Assist in the preparation and delivery of the checklist of hardware, software, and networking/ telecommunication at each of the 134 locality locations and SBE.

TR-2.0: Technical Architecture – Acceptance of Performance, Scalability and Security

TR-2.1: System Performance and Scalability
The deliverable will include the system performance criteria (performance testing plan) to meet the response time, Service Levels and other VERIS performance requirements (e.g., load testing, stress testing). Report the results of the performance testing.

TR-2.2 Information Security
Prepare and deliver the security testing plan. Conduct security testing to meet or exceed all security requirements of the system.

Attachment ME: VERIS Mock Election

ME-1.0: Mock Election Plan and Delivery of Training

ME-1.1: Mock Election Plan
Delivery of Mock Election Plan, complete with test scripts and use cases for 5 localities and SBE.

ME-1.2: Mock Election Training
Delivery of Mock Election classroom training for 5 selected localities and SBE participating in the Mock election.

ME-2.0: Mock Election Execution Support and Acceptance of Results

ME-2.1: Mock Election Execution and Support
Execution of the Mock Election; provide on-site support to 5 localities and SBE during the mock election from 5 regional support centers.

ME-2.2: Mock Election Results Validation and Acceptance
Preparation and delivery of the Mock Election report (results) and validation and acceptance of the mock election results.

Attachment TP: Training Plan

TP-1.0: Training Plan

TP-1.1: Training Requirements
Delivery of the detailed definition of all training requirements (both user and technical) of the System.

TP-1.2: User Training Design
Detailed design of the training documentation of the System.

TP-1.3: User Training Materials
Development of the training material; Delivery and acceptance of the user training material.
Delivery and set-up of the Practice System (replicating the production system) for users to refresh or sharpen the skills.

TP-1.4: User Training Facilities
Provide the training facilities and training equipment for the regional classroom training at the following locations:
- Richmond
- Virginia Beach
- Reston
- Roanoke
- The Commonwealth will be responsible for providing the training facility for localities in far western region.

TP-2.0: User Training – Delivery and Acceptance

TP-2.1: User Training Delivery
Delivery of instructor-lead training up to 345 end users; The training will consist of 2 day basic training (August 2005) and 2 days advance training (September 2005);
User training will cover Mock Election training to 5 selected localities and SBE staff and full training (basic and advance) to all end users and SBE staff before the roll out.

TP-2.2: User Testing Metrics and Tests Results
Develop performance metrics to evaluate the performance (using multiple levels as defined in Section 5.1 of the Response to the RFP 2004-035).
Conduct the web-based certification tests of all participants who have completed the training and provide the test reports.

TP-3.0: Other User Training

TP-3.1: Web-based Refresher Annual Updates
Provide annual updates to training based upon application updates.

TP-3.2: Web-based Refresher Training
Delivery and set-up of web-based information portal for refresher training and seasonal or casual user training.

TP-3.3: On-going Annual Training (Optional)
Delivery of annual training based upon application (VERIS) updates.

TP-4.0: Technical Training – Delivery and Acceptance

TP-2.1: Technical Training Design
Delivery of technical training design documents.

TP-2.2: Technical Training Delivery
Delivery of technical training.

Attachment GL: Deployment (Go Live)

GL-1.0: VERIS Deployment (Go-Live) Plan and Support

GL-1.1: Individual Locality Deployment (Live Go) Plans
Deployment Plan for each Locality and SBE covering hardware, software, networking/ telecommunication and other specific activities.

GL-1.2: Production Environment

Prepare, configure and test the production environment for the deployment support.

GL-1.3: On-Site Deployment Support

Provide on-site technical staff for deployment support to SBE, localities and VITA during VERIS roll out period. Unisys technical staff will provide the deployment support from 4 regional centers to cover all localities.

GL-1.4: Election Information Portal

Set-up of the Information portal to be utilized after the go-live.

GL-2.0: VERIS Deployment Completion Report and Validation

GL-2.1 Validation of Deployment

Validate and produce the successful deployment of VERIS at SBE and 134 localities.

Attachment UD: User Documentation

UD-1.0: End User Documentation – Delivery and Acceptance

Delivery and acceptance of the end user documentation such as:

1. VERIS user documentation
2. HELP documentation:
   - Help System documentation on-line, context-sensitive help features
   - Robo-Help software documentation (technical and user)
   - Delivery of all help documentation on-line on the VERIS servers
   - Election Information Portal for collaboration, sharing best practices, and communication between SBE and localities users
   - Quick reference guides (Flip Charts)
   - The learning village and the learning system documentation (variety of materials such as practice sessions for users, reference material, chat room for users to share ideas).

UD-2.0: Technical Documentation – Delivery and Acceptance

Delivery and acceptance of the technical documentation in support of operations and modification of *FirstTuesday*™ to meet VERIS requirements.

UD-3.0: User Documentation (Reports) – Delivery and Acceptance

Delivery and acceptance of the user documentation for the Standard Reports Library and Customized Reports.

Attachment UA: Final User Acceptance Criteria

UA-1.0: User Acceptance Strategy, Approach and Delivery of the UAT Plan

UA-1.1: Acceptance Strategy and Approach

The Commonwealth of Virginia is responsible for testing of VERIS Software for acceptance and will be assisted by Unisys. Unisys will provide a test plan, testing scripts and test cases as part of its user acceptance activities, procedures and tools to track testing progress and defect resolution activities. Unisys will also provide the methodology used to test the performance of the System to verify it meets the Commonwealth's business and technical requirements as set forth in this contract. Finally, Unisys will configure the VERIS testing environment and support testing activities.

Unisys will deliver VERIS to the Commonwealth for User Acceptance Testing by SBE, Localities and VITA. Documentation of the resolution of issues and defects will be by Unisys and its subcontractors. The final acceptance of VERIS will be conducted in five phases:

1. All business requirements, functions and features
2. All technical requirements, functions and features
3. All report requirements
4. All external interface requirements
5. Random testing of all of the above (mixed mode testing)

UA-1.2: User Acceptance Test Plan

The User Acceptance Test Strategy will identify the high-level approach to the various testing activities and will documented in the User Acceptance Test Plan. The Acceptance Test Plan will be drafted by Unisys and will describe the overall approach to acceptance testing, including the specific tests to be performed, the roles and responsibilities of project team members during the testing, and the period of such testing. The plan will also document the procedures for correcting errors and testing subsequent corrections during the acceptance period. All business and technical requirements will be referenced by test numbers to verify that the final solution meets all of the requirements set forth in this contract. The Acceptance Test Plan may be modified as mutually agreed upon by Unisys and SBE.

UA-1.3: Acceptance of Test Script Attributes
As part of the assistance provided by Unisys to the Commonwealth, Unisys shall develop preliminary test scripts based on the test cases (as per Appendix A and B of the RFP 2004-035, which will include:

- Procedure for carrying out test including necessary resources
- Test conditions
- Expected results
- Automated tool for tracking and documenting results

UA-1.4: Acceptance Test Script Inventory
In addition to the development of scripts to test the success of the solution in meeting all business and technical requirements, test scripts will be developed to test the following aspects of the solution:

- Information Security
- Performance
- Scalability
- Failover Tests (Web Servers, Application Servers and clustered DB servers)

- Interface to the Department of Motor Vehicle (DMV)
- Interface to the Bureau of Vital Statistics (BVS)
- Interface to the State Police
- Interface to the U.S. District Courts
- Interface to Election Night Reporting (VIPNet)
- Interface to the Campaign Finance Database
- Interface to the SBE Exchange Server
- Interface to the SSA Death Master File
- Interface to the VGIN / GIS

UA-2.0: User Acceptance Testing (UAT) – Execution

UA-2.1: Defect and Issue Tracking

All test script results will be documented, and any expected results or issues will be tracked utilizing an automated tracking system such as from Rational. Each defect or issue reported will be rated according to the following scale:

1. **Priority A (Critical):** Critical functionality failure exists with excessive risk to the ability to use the VERIS system, or an application catastrophic failure has occurred or is very likely to occur imminently.

2. **Priority B (High):** There is a high risk that the application will not perform critical functions. The issue stops VERIS users from performing a function. Desired functionality is missing. No work around is available.

3. **Priority C (Medium/Low):** Desired functionality is not as indicated in VERIS requirements. Work-around is available, however, some risk exists. May be inconvenient to users to operate for a period not to exceed two weeks.

Trouble reports will be reviewed and prioritized by the joint project management team (consist of VERIS and Unisys project managers and development/testing leads). Corrected software will be installed by Unisys and retesting will be coordinated as necessary.
Acceptance will be in accordance with the procedures established in the User Acceptance Test Plan. Any Component of VERIS Software will be deemed to have met the requirements for Acceptance if Commonwealth determines there is no Priority A or B deviations and there is a plan, acceptable to the Commonwealth, for prompt corrective action of the Priority C deviations.

UA-2.2: Test Documentation

Each test will be reported and documented, covering the following:

- Actual test results for multiple test iterations as required.
- Documentation of resources required for testing.
- List of any outstanding issues.

UA-3.0: UAT Acceptance Criteria

The following acceptance criteria will be used to determine and document whether the design, development and implementation of the System has been successfully completed as specified in this Attachment, the Contract the RFP # 2004-035 with all Appendices and Attachments, and the Proposal:

- The System meets all technical, business, performance, security and failover requirements as identified in the RFP # 2004-035 and as further described in the Proposal, this Attachment and confirmed through the Acceptance Test results.

- Data validation worksheets will be provided by the Unisys Project Team to verify the accuracy of converted data by the localities and SBE.
- End user hardware delivered and installed (optional – only applies if hardware is ordered from Unisys), Configured and tested, and operational at the VITA data center, as confirmed by the Commonwealth signoff for receipt of equipment (optional) and acceptance of connectivity test at time of deployment.
- Training delivered to SBE, VITA and localities as confirmed by Training Metrics in the Training Plan.
- User manuals and other training documentation provided to SBE, VITA and localities as confirmed by the Commonwealth signoff for receipt of manuals and documentation and Acceptance.
- Help Desk Level-2 operational as confirmed by the Commonwealth and SBE's ability to contact the Help Desk through a toll-free number, and the Commonwealth's Acceptance.

Attachment FA: VERIS Final Acceptance

The final acceptance of VERIS is based on meeting the requirements, milestones and deliverables in the following documents:

1. RFP # 2004-035 (including all Appendices, Attachments, revisions and modifications) as further described in the Proposal
2. Terms and Conditions of the Contract
3. Deliverables described in Attachment A

3. Payment Schedule

COTS				
FirstTuesday™ Baseline Version – Delivery	Completion of FT-1.0	**$954,500**	**$95,450**	**$859,050**
Customization				
Project Management: Initial Deliverables	Completion of PM-1.1-1.4	$130,641	$13,064	$117,577
Project Management: Detailed Project Plan	Completion of PM-2.1-2.4	$261,282	$26,128	$235,154
VERIS Business Requirements validation	Completion of BR-1.1-1.3	$261,282	$26,128	$235,154
VERIS Design Acceptance (non-reporting components)	Completion of BR-2.0	$522,564	$52,256	$470,307
Technical Architecture – Configuration Validation	Completion of TR-1.1-1.3	$130,641	$13,064	$117,577
Technical Architecture – Acceptance	Completion of TR-2.1-2.2	$130,641	$13,064	$117,577
System Administration Validation and Acceptance	Completion of AD-1.0-2.0	$130,641	$13,064	$117,577
VERIS Customized Reports – Design	Completion of CR-1.0-1.2	$130,641	$13,064	$117,577
VERIS Customized Reports – Reports Acceptance	Completion of CR-1.3	$261,282	$26,128	$235,154
Mock Election Plan – Acceptance	Completion of ME-1.1	$130,641	$13,064	$117,577
Mock Election Results Validation & Acceptance	Completion of ME-2.1-2.2	$522,564	$52,256	$470,307
Customization Total		**$2,612,819**	**$261,282**	**$2,351,537**
Interfaces				
Interface requirements and designs	Completion of IF-1.1-1.2	$56,825	$5,683	$51,143
DMV Interface – Acceptance	Completion of IF-1.3	$99,739	$9,974	$89,765
Bureau of Vital Statistics Interface – Acceptance	Completion of IF-1.4	$41,260	$4,126	$37,134
SSA Master Death File Interface – Acceptance	Completion of IF-1.5	$41,260	$4,126	$37,134
State Police and Courts Interface – Acceptance	Completion of IF-1.6	$48,239	$4,824	$43,415
VIPNet Interface – Acceptance	Completion of IF-1.7	$52,249	$5,225	$47,024
USPS Interface – Acceptance	Completion of IF-1.8	$54,031	$5,403	$48,628
SBE Campaign Finance Interface – Acceptance	Completion of IF-1.9	$54,031	$5,403	$48,628
VGIN Interface – Acceptance	Completion of IF-1.10	$54,031	$5,403	$48,628
SBE Exchange Server Interface – Acceptance	Completion of IF-1.11	$25,357	$2,536	$22,821
Sec. of the Commonwealth Interface – Acceptance (Opt.)	Completion of IF-1.12	$41,260	$4,126	$37,134
Interfaces Total		**$568,282**	**$56,828**	**$511,454**
Training and Documentation				
Training Plan Acceptance	Completion of TP-1.1-1.4	$136,200	$13,620	$122,580
Training Delivery & Acceptance	Completion of TP-2.1-2.2, TP4.1-4.2	$136,200	$13,620	$122,580
VGIN Training	Completion of DC-2.2	$136,200	$13,620	$122,580
Delivery and Acceptance of Documentation	Completion of UD-1.0-3.0	$136,200	$13,620	$122,580
Web-based User Training – Delivery and Acceptance	Completion of TP-3.2	$136,200	$13,620	$122,580
Mock Election Training	Completion of ME-1.2	$136,200	$13,620	$122,580
Training & Documentation Total		**$817,201**	**$81,720**	**$735,481**

Data Conversion & Migration

Data Conversion and Migration - Planning	Completion of DC-1.1-1.4	$48,000	$4,800	$43,200
Data Conversion and Migration - Execution & Acceptance	Completion of DC 1.5	$96,000	$9,600	$86,400
VGIN Data Conversion – Reprecincting and Redistricting	Completion of DC-2.1	$48,000	$4,800	$43,200
Data Conversion & Migration Total		**$192,000**	**$19,200**	**$172,800**

Project Implementation

User Acceptance Test (UAT) Plan Acceptance	Completion of UA-1.0-1.4	$67,552	$6,755	$60,797
VERIS Deployment (Go Live) Plan and Support	Completion of GL-1.0-1.4	$67,552	$6,755	$60,797
VERIS Deployment Completion Report and Validation	Completion of GL-2.1	$67,552	$6,755	$60,797
User Acceptance Test (UAT) – Completion & Acceptance	Completion of UA-2.1-2.2,3.0	$472,864	$47,286	$425,578
Project Implementation Total		**$675,520**	**$67,552**	**$607,968**

Final Acceptance of VERIS - sum of all retainage	Completion of FA			**$582,032**

Warranty

1st year warranty (monthly payments determined in SLA)		$360,200		$360,200

Project Total		**$6,180,522**	**$582,032**	**$6,180,522**

ATTACHMENT B – SERVICE LEVEL AGREEMENT

Application Software Warranty, Maintenance and Support

VA-041214-USYS

1.0 Warranty

The 12 months warranty period will began at the acceptance of VERIS and will include application software maintenance, updates (to comply with minor changes to Federal election laws), documentation revisions and updates, corrections, preventive maintenance (for all Unisys provided hardware) and help line support and updates as described in Section 2 below.

These services will be provided at the cost noted in VERIS Cost Table 1, attached to the contract.

2.0 Maintenance and Support Services

2.1 HELP DESK SUPPORT

Commonwealth personnel will provide all tier 1 help desk support (initial and basic user interaction) for the end users, and also provide some tier II and tier III support in specific, well-defined areas like Infrastructure, Servers and Workstations. Help Desk roles and responsibilities will be distributed as shown in the table below.

Proposed Roles and Responsibilities for the VERIS System

	Commonwealth Help Desk	VITA	SBE	UNISYS
		Tier II: Operating environment, share Tier III with the Unisys Team	Minimal, unless it relates to policy and VERIS procedures	Tier III for VERIS-related failures and share Tier III with Commonwealth
		None	Tiers II and III	None
		Tiers II and III	None	Tier II & III for Unisys provided hardware
Tier I		None	None	Tiers II and III

The primary support objective is to resolve a call or incident in the fewest steps or handoffs and to attempt to resolve the issue in the shortest time possible. Unisys will work with Commonwealth personnel and will mutually agree on the response and resolution processes to best achieve this objective.

The Commonwealth end users will call the Commonwealth help desk. The Commonwealth help desk will try to resolve problems if they can, or else it will be escalated to the Unisys help desk call center if deemed necessary and it is a VERIS application related problem. Unisys will set up a toll free number specific to the VERIS project for maintenance and support needs. Unisys call center will immediately contact the local Unisys technical person. This person will analyze the problem and escalate it to Tier III support if required.

Unisys will provide single point of contact and will set up a toll free 800 number specific for VERIS for the Commonwealth's Help Desk and operational management staff to call for any warranty, maintenance and support needs.

Help Desk, Change Management, and Training

Unisys will train three to five of Commonwealth's help desk staff along with SBE's application system administrators, (in a 5-day training course). Unisys will also conduct an additional ½ - day session for help desk staff that will focus on preparing them for working with the Unisys Help Desk.

2.1.1 Tier I Support: Help Desk

The Commonwealth's help desk will provide tier I support as summarized herein. Tier I will be the "front line," which will include but not limited to the following tasks:

- First interaction with a VERIS end user.
- Resolution of straightforward issues and questions.
- Determination of whether Tier II escalation is required and if so, to whom to transfer responsibility for the call or incident.

Through telephone, online interaction, and remote control access to user workstations, tier I help desk personnel will provide end user assistance to address the following questions:

- Network and system navigation
- Basic system usage
- Operational Issues
- Policy Questions
- System security (such as resetting passwords)
- e-Mail and other desktop solutions

The Commonwealth and Unisys will mutually agree upon and implement clear rules and protocol for escalating and properly routing calls and incidents to enable help desk staff to effectively transfer or escalate responsibility to the appropriate individuals or organizations when necessary.

2.1.2 Tier II Support: Expert

If Commonwealth help desk personnel are unable to answer a question or when it is clear that: (i) expert input is needed, as with a policy issue, or (ii) specialized technical or application knowledge is required, they will triage the call or incident from tier I to a tier II support organization which may be either to the Commonwealth or Unisys depending on the situation.

Descriptions of the following categories of conditions will be mutually agreed upon and documented before VERIS implementation:

- Election-related policy and procedures
- VERIS application, database, or other system type error
- Infrastructure-related problems (for example, with the network or a server)

Calls and incidents will always be escalated from tier I to tier II before going to tier III.

2.1.3 Tier III Support: Break/fix

Help desk staff will make the determination that a VERIS component is broken, or that changes or decisions are needed that require very specific expertise in the tier III process. Tier III problems may include the following:

- Issues in the VERIS application software itself, or a component of VERIS software system, such as the database and failover.

- Issues in the Commonwealth's infrastructure, such as server or network failures.

- Voter registration or election-related policy issues that require a ruling from a qualified Commonwealth SBE authority.

- Failures of Unisys provided hardware (applicable only in the event that the Commonwealth exercises the option to procure hardware from Unisys).

Unisys will provide support when the Commonwealth's help desk cannot resolve a VERIS application problem. A trouble ticket will be created to track the call or incident.

2.1.4 Tier II and Tier III SLA

Unisys shall provide technical support services for the VERIS application software to correct deficiencies in the software requirements as such requirements are set forth in the contract and all Attachments thereto. These services will be provided at the VERIS central server locations within the Commonwealth on a 7x24 basis with the following levels of response:

Table 1: During peak election periods (60 days prior to any election, during election, and 30 days after any election)

Priority Level	Phone Response	On-site Response	Applicable Monthly Service Level
Critical	Immediate	2 Hours	95%
High	1 Hour	3 Hours	95%
Medium/Low	2 Hours	4 Hours	95%

Table 2: During off-peak periods (other than peak election periods in Table 1)

Priority Level	Phone Response	On-site Response	Applicable Monthly Service Level
Critical	1 Hour	3 Hours	90%
High	2 Hours	4 Hours	90%
Medium/Low	3 Hours	Same Day	90%

Priority Levels are defined as follows:

- **Critical**: Critical functionality failure exists with excessive risk to the ability to use the VERIS system, or an application catastrophic failure has occurred or is very likely to occur imminently.
- **High**: There is a high risk that the application will not perform critical functions. The issue stops VERIS users from performing a function. Desired functionality is missing. No work around is available.
- **Medium/Low**: Desired functionality is not as indicated in VERIS requirements. Work-around is available, however, some risk exists. May be inconvenient to users to operate for a period not to exceed two weeks.
- **Other**: The matter is largely a cosmetic problem with no risk.

The Applicable Monthly Service Level will be calculated by dividing the number of service requests for each Priority Level that met the response requirements by the total number of service requests for that Priority Level.

Unisys and its subcontractor personnel assigned to such problems will have adequate knowledge of the system architecture, design, and VERIS functionality, as well as the technologies and tools used to

develop the application. They will be fully trained in the operation of the VERIS application. Unisys support staff will also have Microsoft expertise in Windows OS and SQL server and .NET, including MCSE- and MCSD-certified staff.

2.1.5 Hardware Maintenance Services

In the event that the Commonwealth exercises the option to procure hardware from Unisys, Unisys will provide maintenance services for such hardware in accordance with the Unisys Support Services Addendum attached hereto (except that Section D, Desktop Support Services shall not apply), at the Service Level to be agreed upon at the time Commonwealth exercises its option to procure the hardware

2.1.6 End User Satisfaction Measurement

Unisys will work with the Commonwealth to develop a mutually acceptable written process for surveying end user satisfaction with the maintenance and support services. This process will include gathering end user feedback, reporting the results, following up with appropriate Commonwealth and Unisys management, and developing mutually acceptable improvements based on the end user feedback. Unisys will provide input based on the Tier II and III VERIS call tracking and problem resolutions.

2.2 SERVICE LEVELS

Unisys will monitor and accurately measure their performance against the service levels set forth above in Section 2.1.4. A performance deviation will be identified and analyzed, and appropriate corrective action(s) will be taken. Performance reports will be generated and delivered to Commonwealth. Additionally, Unisys will conduct regular internal management reviews to examine both specific and overall performance.

Failure to meet a service level would be reported to the Commonwealth, a root-cause analysis would be performed, and a plan of corrective action would be presented to the Commonwealth for review and mutual agreement. Unisys will also utilize root-cause analysis in the identification of support requirements not already in place, and will escalate those requirements to Unisys and Commonwealth's management for review as required.

2.2.1 Service Level Reports

Unisys will assemble and create regular reports on the performance of the required Service Levels in order to assist in its effective management of the maintenance and support services as set forth herein, and to enable continuous improvement of the in-scope services that the Commonwealth receives, where possible. Reports will be compiled and distributed to the Commonwealth in an agreed upon electronic format. Reports will be compiled and published on all services, including performance and service levels. These reports will include, at a minimum, the measurement of the actual performance against the required service levels.

Unisys' procedures also include provision for periodic reports on volumes and service levels, and provision for problem reporting and escalation if performance falls short of agreed-upon service levels. Unisys will use the same information to create and report quarterly and annual rollups.

2.2.2 Types of Reports

- **Problem Reports**—Submitted daily if problems or issues hinder the ability of Unisys to complete tasks. A problem report includes a listing and description of problems logged by operations and the help desk and their resolution.

- **SLA Performance Reports**—An SLA Performance report that summarizes Unisys performance, accomplishments, and plans for improvement.

- **Status Reports**—A status report on various activities performed under the contract and all attachments thereto. This report will, at a minimum, reflect the status of all on-going projects and hardware/software upgrades.

- **Trend Metric Report**—A Trend Metric report will be utilized for the evaluation of time-based trends.

2.2.3 Report Frequency

The table below identifies the frequencies for generating reports.

Frequencies for Generating Reports

Metric	Description	Frequency
Problem Reports	Submitted daily if problems or issues hinder the ability of Unisys to complete tasks. A problem report will include a listing and description of problems logged by operations and the help desk and their resolution.	Daily
SLA Performance Reports	SLA Performance report summarizing Unisys' performance, accomplishments, and plans for improvement.	Monthly
Status Reports	Status reports on various activities performed under the contract and all attachments thereto. This report will, at a minimum, reflect the status of all on-going projects and hardware/software upgrades.	Monthly
Trend Metric Report	Trend Metric report to allow for the evaluation of time-based trends.	Quarterly

2.2.4 Management Escalation Process

The manner in which problems are escalated is a function of three key variables:

- The levels of escalation provided for in the established Help Desk procedures.

- The type (i.e., severity) of the problem.

- The maximum amount of time that each type of problem can stay at a certain level of escalation before the problem must be escalated to the next level.

Help Desk levels of escalation provide a mechanism for enlisting the support of advanced levels of technical expertise and higher levels of management if problems cannot be readily dealt with at the first level. Serious problems affecting a large portion of the client end-user population will be brought to the attention of Commonwealth and Unisys management, if they are not resolved quickly.

The Unisys Help Desk procedures define five broad levels of escalation:

- Level A: Help Desk call center (Immediate)

- Level B: On-Site Service Rep (Less than 1 hour – critical problem; Less than 2 hours - other)

- Level C: Service Manager (Less than 4 hours – critical problem; Less than 12 hours - other)

- Level D: Service Director (Less that 8 hours – critical problem; less than 20 hours - other)

- Level E: Senior Unisys and Client Relation Executive (Less than 20 hours – critical problem; less than 48 hours - other)

These five levels represent the basic, linear structure of the escalation process, with a focus on Unisys personnel who can help resolve the problem. In general, the higher the level of escalation, the more

people will be involved. Unisys Help Desk personnel will contact not only those who will participate in problem resolution, but also those who must deal with the repercussions to the VERIS system end users if a disruption in business activity occurs. Account Executives, customer liaisons, and others might be informed of the situation so they can make appropriate decisions and adjustments in their procedures until the problem is resolved.

2.3 APPLICATION UPDATES, ENHANCEMENTS AND NEW RELEASE

2.3.1 Major releases of the *FirstTuesday*[TM] application software will be made approximately every 18 months; minor ("point") releases will be made approximately every 6 months. Content of new releases will be based on a variety of input, including technological requirements, business process improvements, functional and technical improvements that support the vision for VERIS, and Commonwealth requests for new functionality.

2.3.2 Regular releases will be evolutionary enhancements of the *FirstTuesday*[TM] application software. Changes in state or major changes in federal law that impact the system will require an analysis of the system impact and estimate of the cost. In some cases Unisys may be able to provide those estimates to the Commonwealth as legislation is being developed. Regular releases will not be able to anticipate changes in election laws, and implementation of those changes, depending on the scope of change requested, may require change orders to be negotiated with SBE as specified in the change order process.

Content of new releases will be communicated in release notes. If specific actions are required, a release implementation guide will be provided. All associated document changes will be made available with the new release of application.

The Commonwealth will have significant input on enhancements, including tracking of all requests and the opportunity to help prioritize the potential contents of future releases. To the extent that an enhancement for the Commonwealth is considered to be of broad value, Unisys subcontractor, Quest Information Systems, Inc., may consider it for inclusion in the core *FirstTuesday*[TM] software.

This Addendum amends the agreement referenced above by the Agreement Number (the "Agreement"), and applies to: (a) all orders for Support Services accepted with this Addendum or subsequently accepted under the Agreement, and (b) existing orders for Support Services under the Agreement upon expiration of the then-current term. Only definitions, descriptions and levels of this Addendum will apply to these Services. All capitalized terms used in this Support Services Addendum shall have the meaning defined herein.

Section A. Definitions

Principal Period of Maintenance ("PPM") means 8:00 AM to 5:00 PM, Client's local time, Monday through Friday excluding Unisys designated holidays.

7 X 24 means seven (7) days per week, twenty-four (24) hours per day including Unisys designated holidays.

Next Business Day (NBD) Service means Unisys will make every reasonable effort to respond to Client's request for on-site Support Services received during a PPM no later than the close of business of the next PPM.

4 Hour Response (4HR) means that if Client is located within a Primary Service City, Unisys will make every reasonable effort to respond to Client's requests for on-site Support Services within four (4) hours. Response is measured, during the Client's contracted hours of coverage, from the time that Unisys receives the request for service from Client until Unisys arrives at Client's site.

2 Hour Response (2HR) means that if Client is located within a Primary Service City, Unisys will make every reasonable effort to respond to the Client's request for on-site Support Services within two (2) hours. Response is measured from the time that Unisys receives the request for service from Client until Unisys arrives at Client's site.

Off Hours means all contracted hours of Support Services other than the PPM.

Primary Service City means an area which includes a 50-mile (80-kilometer in Canada) radius from the center of a Unisys designated Primary Service City. If Unisys moves its Primary Service City or Client relocates its site so that Client's site is no longer within a 50-mile (80-kilometer in Canada) radius from the center of a Unisys Primary Service City, Unisys reserves the right to adjust 2HR and 4HR or to change the contracted Service Level.

Failed Unit means a unit of equipment enrolled under Support Services, which is identified by Client as not in working order and deemed eligible by Unisys for exchange.

Exchange Unit means new, repaired, or previously used equipment in working order that Unisys conveys to Client as a replacement for a Failed Unit. The Failed Unit will become the property of Unisys upon Client's receipt of the Exchange Unit or, if later, upon receipt of the Failed Unit by Unisys. Client warrants that title to the Failed Unit and Unisys warrants that title to the Exchange Unit will be free and clear of all claims, liens, and encumbrances including security interests.

Service Levels mean various groupings of the Services Elements described in Section B.

Installation Date means the date Unisys completes installation (as determined by Unisys) or, if equipment or software is to be installed by the Client, the tenth day following shipment.

Invoicing Options means various billing intervals for services provided to Client. Unisys will bill Client for Support Services in advance on an annual basis. For Clients who have an invoice total of monthly charges greater than $1,000 the Client may select as an option, quarterly billing. For Clients who have an invoice total of monthly charges greater than $2,500, the Client may select, as an option, quarterly or monthly billing. Unisys will bill Clients using its standard invoicing formats. Custom invoicing options and formats and payment periods may be available from Unisys for an additional charge.

Initial Term of Services means that unless specified otherwise on the Schedule or in the Agreement, the Initial Term for Support Services will be twelve (12) months and will start on the later of the Installation Date of the applicable Products or the date Unisys accepts an order for Support Services ("Commencement Date of Service"). Except as specified in Section C of this Addendum, Products subsequently added to a system already enrolled under Support Services must be enrolled at the same Service Level as the system to which it is attached. Unless otherwise specified on the Schedule, the Initial Term of Support Services for Products subsequently enrolled under Support Services will end with the applicable term of Support Services for those previously enrolled Products and, for purposes of changes to Support Services charges, will be deemed to have the same anniversary of the Commencement Date of Services as those previously enrolled Products. Following the Initial Term, Support Services will continue on an annual renewal basis at Unisys then-current list prices until terminated or canceled according to the terms of the Agreement. Unisys may increase Support Services charges on each anniversary of the Commencement Date of Service upon ninety (90) days prior written notice to Client.

Unisys may charge Client time and material rates for service on Products that are not identified by the manufacturer's style and model number on the Schedule or for service on enrolled Products that are outside the scope of the contracted services. Unisys may modify Service Elements, Service Plans or discontinue Support Services for Products upon at least ninety (90) days prior notice via written notification or posting by Unisys at its support website: www.service.unisys.com. If Client does not want to continue receiving the Support Services under such changed terms, Client may end contracted Support Services by giving Unisys written notice no later than thirty (30) days prior to the end of this ninety (90) day period and Unisys will refund any unearned payments for the Support Services.

Section B. Description of Service Elements

Equipment On-Call Remedial Maintenance includes on-site repair or Exchange Unit service of equipment, at Unisys option, if a problem remains unresolved after Client has utilized Support Center Services as prescribed. Replacements for certain failed components such as keyboards, mice, or other plug-in assemblies designated by Unisys may, at Unisys option, be shipped directly to Client for Client installation.

Mail-In Service allows Client, at its expense and risk, to ship a Failed Unit to the Unisys designated location. Within seven (7) business days of receipt, Unisys will, at its option, either repair the Failed Unit or give Client an Exchange Unit.

Advance Exchange Service allows Client to notify Unisys of a Failed Unit enrolled in Support Services. Upon notification, Unisys will ship an Exchange Unit to the Client using a next day delivery service. Client will install the Exchange Unit and, at its expense and risk, ship the Failed Unit to Unisys within fourteen (14) days after Client's receipt of the Exchange Unit. Client agrees to pay Unisys an additional fee, as determined by Unisys, if Client fails to return Failed Unit within fourteen (14) days of Client's receipt of Exchange Unit. Advance Exchange Service is limited to selected equipment.

Equipment Maintenance Parts are parts required for Product repairs made by Unisys personnel. NBD, 2HR and 4HR do not apply to Parts availability.

Essential Engineering Changes are changes released by Unisys for safety purposes or changes Unisys determines are essential to the performance of equipment. Changes will be installed at a mutually acceptable time during the applicable hours of contracted coverage. For non Unisys equipment, Unisys will install Essential Engineering Changes (a) based upon the availability of required materials at no cost to Unisys, and (b) at current hourly labor charges.

Electronic Call Home Support allows Unisys Support Centers to receive system data from Client and perform remote failure analysis. Client will supply the equipment, software, and communication facilities to use the Electronic Call Home Support capabilities of the Product as outlined in the Unisys product support plan. If Client does not permit Unisys to use Electronic Call Home Support as defined in the Product's support plan, Client agrees to pay additional charges for Support Services as determined by Unisys. Electronic Call Home Support is limited to selected products.

Equipment Preventive Maintenance, including the installation of engineering changes deemed appropriate by Unisys, will be performed at Client's location according to the manufacturer's recommendations at a mutually acceptable time during the applicable hours of contracted coverage.

Support Center Service provides assistance by electronic or voice communication during the PPM on operating the Products, identifying Product errors or malfunctions and advising on known detours, reporting software problems via a User Communication Form (UCF), and determining the need for on-call remedial service. Support Center Services during Off Hours consist of expediting response to network down and system emergencies. Some non Unisys Products are not eligible for this service. Certain software products may require Unisys Ambassador Service in order to receive Support Services. Unisys Ambassador Service is described in a separate document and is billed separately from Support Services.

User Communication Service provides for reporting of suspected Product errors or malfunctions or suggested new feature changes. Unisys will make reasonable efforts to provide detours or corrections for Unisys Products or non Unisys Products if available to Unisys at no additional charge from the vendor. Client will install all error corrections. User Communication Service and UCF submissions are available only for Products for which Unisys is then currently providing development center support (also called engineering support).

Software Maintenance Release Service provides error corrections and maintenance releases that Unisys develops or provides for currently supported Software level(s). Unisys licenses these releases only for use on the designated computer system(s) under the applicable license agreement. Client will install all applicable error corrections and maintenance releases. Certain software products may require Unisys Subscription Service in order to receive Software Maintenance Release Service.

Electronic Support Service provides Client with access to an Internet web site to place Product service requests, to obtain information on known errors and corrections, and to receive information on Unisys products and services.

Software On-Call Support provides software support at the Client's site if Unisys determines that a Software Product problem remains unresolved and on-site assistance is required, after Client has used Support Center Services as prescribed. Desktop and selected non Unisys software Products are not eligible for Software On-Call Support.

Systems Operations Review provides an annual meeting, at a time mutually agreed to between Unisys and Client, to conduct a computer systems operation review. Client is responsible for scheduling the meeting. This service applies to systems designated by Unisys as enterprise servers or mainframes.

Support Center Response Commitment (available only during the PPM) provides electronic or voice response by Unisys to Client's declared emergencies no later than one (1) hour after receipt of Client's request for service at the Support Center designated by Unisys.

Section C. Service Level Descriptions

The following describes the six Service Levels and the Service Elements included in each of the Service Levels. **Not all Service Elements and Service Levels are available for all Products. Refer to Descriptions of Service Elements for additional details.** Individual Service Elements contained in a higher Service Level than contracted are provided at Client request, as available, at then-current Unisys conditions and charges. All hardware and software Products within a system configuration must be enrolled under the same Service Level except for desktop and network products and application software.

Service Elements	Service Levels – Hardware Support Services					
	1 Mail-In	2 Advanced Exchange	3 Standard PPM	4 Standard PPM	5 Business Critical 7X24	6 Business Critical 7X24
Equipment On-Call Remedial Maintenance Service			NBD	4HR	4HR	2HR
Mail-In Service	X					
Advance Exchange Service		X				
Equipment Maintenance Parts	X	X	X	X	X	X
Essential Engineering Changes	X	X	X	X	X	X
Electronic Call Home Support			X	X	X	X
Equipment Preventive Maintenance			X	X	X	X

Service Elements	Service Levels – Software Support Services					
	1	2	3	4	5	6
Support Center Service	X	X	X	X	X	X
User Communication Service	X	X	X	X	X	X
Software Maintenance Release Service	X	X	X	X	X	X
Electronic Support Service	X	X	X	X	X	X
Software On-Call Support (7/24)					X	X
Systems Operations Review					X	X
Support Center Response Commitment						X

Section D. Desktop Support Services

The additional Support Services terms and conditions listed in this Section D apply only to Desktop Equipment listed on the Support Services Schedule(s) for Desktop Equipment ("Desktop Schedule"). All Support Services Definitions and Descriptions included in Sections A, B and C of this Addendum shall apply to Equipment listed on the Desktop Schedule unless altered by this Section D.

For purposes of this Addendum, all references to Products shall include Equipment and all references to Schedule(s) shall include Desktop Schedule.

Definitions

Equipment means the machines, including Personal Computers, Laptop Computers and printers identified on the Desktop Schedule or, if greater, the actual number of machines serviced by Unisys under this Agreement by model, type, and manufacturer.

Personal Computer or PC, unless otherwise defined on the Desktop Schedule, means a microcomputer with a configuration not to exceed: a single processor; a 17-inch CRT monitor; a standard keyboard; a standard mouse; business quality speakers; RAM; three feature boards (as determined by Unisys); a single optical disk drive (CD-ROM, DVD or a CD-RW); a floppy disk drive; and a single hard disk storage device.

Laptop Computer means a battery powered self-contained portable Personal Computer and does not include accessories such as a port replicator, a docking station, external monitor or keyboard.

Restored means that diagnostics used by Unisys for Support Services show that Equipment is in working order.

Initial Term of Service means that unless specified otherwise on the Desktop Schedule, the Initial Term of Support Services for Equipment will be three (3) years from the Commencement Date of Service.

Quarterly Service Attentions means the number of on-site service requests included in Support Services that Unisys responds to in each three (3) month period following the Commencement Date of Service. Quarterly Service Attentions may be pro rated to coincide with calendar quarters.

Services Not Included in Support Services

Support Services do not include: (a) repair of failures due to manufacturer's design or other defects; (b) repair of failures due to abuse, accidents, neglect, or improper use, including damage to LCD screens or other Laptop Computer components; (c) repair of failures due to external factors (including failure or fluctuation of electrical power or air conditioning, fire, or flood); (d) repair of failures due to excessive use, wear, and tear, which is in excess of manufacturer's recommended duty cycle; (e) refurbishment including restorations due to obsolescence (when parts for Equipment are not readily available on commercially reasonable terms) or end of life cycle failures including phosphorus "burn in" or "low intensity" characteristics of monitors; (f) repair of machines not identified as Equipment; (g) the loading of software, software configurations or any data files; and (h) the backup of any data files.

If Unisys determines Equipment requires refurbishment rather than repair, Unisys will notify Client and remove the Equipment from Support Services.

Client may ask Unisys to do the refurbishment on an hourly billable service basis and Unisys may provide refurbishment of Equipment subject to the availability of parts, manufacturer's support, and trained personnel.

Charges

Charges for Desktop Support Services include the charges described on the Desktop Schedule for the Equipment and all other charges or changes to charges determined according to the Addendum.

If Unisys charges its then-current service warranty rates for non Unisys Equipment and Client fails to provide Unisys accurate warranty entitlement documentation, acceptable to the equipment manufacturer, or if Unisys is unable to obtain warranty reimbursement from the equipment manufacturer, Unisys shall change the service warranty charges for the affected Equipment to its then-current Support Services charges effective as of the Commencement Date of Service.

Service attentions, which exceed the Quarterly Service Attentions identified on the Desktop Schedule, are subject to an additional charge and will be billed to the Client at the Per Attention Support Service Rate identified on the Desktop Schedule. If the total number of quarterly service attentions responded to by Unisys is less than 90% of the Quarterly Service Attentions identified on the Desktop Schedule, Unisys may change the Equipment Quantity, Style or Description; Monthly Support Services charges; Quarterly Service Attentions and Per Attention Support Services Rate identified on the Desktop Schedule for the remainder of the Term.

Unisys may conduct inventories of Equipment serviced under the Agree-ment. The results of these inventories may be used by Unisys to provide service and may be available to Client for an additional charge. If the manufacturer's model and style number(s) or quantities serviced under the Agreement, or both, are not described on the Desktop Schedule or, if the Equipment description is different from the Equipment information on the Desktop Schedule, Unisys shall initially bill Client (and Client shall pay) the charges according to the Desktop Schedule and Unisys may: (a) change the Desktop Schedule to conform the Equipment Quantity, Style or Description information to the actual Equipment being serviced; (b) delete any generically described items that Unisys does not customarily and routinely service; and (c) change the relevant Monthly Support Services charges, Quarterly Service Attentions, and Per Attention Support Services Rate identified on the Desktop Schedule, including changes to previously billed charges, for the remainder of the Term.

Service Level Response

From the Commencement Date of Service up to and including a period of ninety (90) days following the Client's submission of all Equipment information Unisys requires for Support Services, Unisys will make every reasonable effort to provide Support Services as described in the Agreement but Client acknowledges that some Support Services may be delayed and call response time periods will not apply during such periods.

All responses to service requests for Equipment apply only to Unisys Equipment designated Tier One (1). There is no commitment for response to service requests for Equipment that is not designated as Unisys Tier One (1).

The response to service requests for Equipment described in the Agreement will be achieved in no less than 85% of the occurrences where a Unisys Customer Service Representative is dispatched.

ATTACHMENT - C

COMMONWEALTH OF VIRGINIA
VIRGINIA INFORMATION TECHNOLOGIES AGENCY

STANDARD PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That, Unisys, the Contractor ("Principal") whose principal place of business is located at

_____ and _____

("Surety") are held and firmly bound unto the Commonwealth of Virginia, the Owner

("Obligee") in the amount of Six Million, One Hundred Eighty Thousand, Five Hundred

and Twenty Two Dollars ($6,180, 522.00), for the payment whereof Principal and Surety

bind themselves, their heirs, executors, administrators, successors and assigns, jointly and

severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____ entered into a contract
with Obligee for the Virginia Election and Registration Information System (VERIS).
The Contract (the "Contract") is by expressly made a part hereof;

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION is
such that, if the Principal shall promptly and faithfully perform said Contract in strict
conformity with the plans, specifications and conditions of the Contract, then this
obligation shall be null and void; otherwise it shall remain in full force and effect.

Provided, that any alterations which may be made in the terms of the Contract, or in the
Work to be done under it, or the giving by the Obligee of any extension of time for the
performance of the Contract, or any other alterations, extensions or forbearance on the
part of either or both of the Obligee or the Principal to the other shall not in any way
release the Principal and the Surety, or either of them, their heirs, executors,
administrators, successors or assigns from their liability hereunder, notice to the Surety of
any such alterations, extension.

No action shall be brought o this bond unless brought within one year after: (a)
completion of the Contract and all Work thereunder, including expiration of all
warranties and guarantees, or (b) discovery of the defect or breach of warranty or
guarantee if the action be for such.

The Surety represents to the Principal and to the Obligee that it is legally authorized to do business in the Commonwealth of Virginia.

Signed and sealed this_____day of
_____(SEAL)

Unisys/Principal

_____By:

_____
Witness   Title:

(SEAL)

By:

_____
Surety

                                         Attorney-in-Fact
                              Typed   Name:

_____

My Power of Attorney is recorded in the Clerks Office of the Circuit Court of Virginia in Deed Book_____, Page_____, and has not been revoked.

Attorney-in-Fact

AFFIDAVIT AND ACKNOWLEDGMENT OF ATTORNEY-IN-FACT

COMMONWEALTH OF VIRGINIA
(Or, alternatively, Commonwealth or State of _____)
CITY / COUNTY OF _____, to-wit:

I, the undersigned notary public, do certify that
_____ personally appeared before me in the jurisdiction aforesaid and made oath that he is the attorney-in-fact of

_____, the Surety, that he is duly authorized to execute on its behalf the foregoing Bond pursuant to the Power of Attorney noted above, and on behalf of said Surety, acknowledged the aforesaid Bond(s) as its act and deed.

      Given under my hand this _____ day of _____.

<u>(SEAL)</u>

                                                                       Notary Public

My Commission expires: _____

APPROVED:

_____
       Attorney General / Designee   *Date*

COMMONWEALTH OF VIRGINIA
STANDARD LABOR AND MATERIAL PAYMENT BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OBLIGEE CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: That , Unisys Corporation ("Principal") whose principal place of business is located at

_____ and

_____("Surety") are held and firmly bound unto the Commonwealth of Virginia, , the Owner ("Obligee") in the amount of Dollars ($ 6,180,522.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated _____, entered into a contract with Obligee for the VERIS system which contract (the "Contract") is by reference expressly made a part hereof;

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION
is such that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for labor performed and material furnished in the prosecution of the Work provided for in the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions.

The Principal and Surety, jointly and severally, hereby agree with Obligee as follows:

1. A claimant is defined as one having a direct contract with the Principal or with a subcontractor of the Principal for labor, material, or both for use in the performance of the Contract. A "sub" of the Principal, for the purposes of this bond only, includes not only those sub having a direct contractual relationship with the Principal, but also any other who undertakes to participate in the Work which the Principal is to perform under the aforesaid Contract, whether there are one or more intervening sub contractually positioned between it and the Principal (for example, a sub). "Labor" and "material" shall include, but not be limited to, public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the work site.

2. Subject to the provisions of paragraph 3, any claimant who has performed labor or furnished material in accordance with the Contract documents in the prosecution of the Work provided in the Contract, who has not been paid in full therefore before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which he claims payment, may bring an action on this bond to recover any amount due him for such labor or material, and may prosecute such action to final judgment and have execution on the judgment. The Obligee need not be a party to such action and shall not be liable for the payment of any costs, fees or expenses of any such suit.

3. Any claimant who has a direct contractual relationship with any sub of the Principal from whom the Principal has not required a sub payment bond, but who has no contractual relationship, express or implied, with the Principal, may bring an action on this bond only if he has given written notice to the Principal within one hundred eighty (180) days from the day on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished. Notice to the Principal shall be served by registered or certified mail, postage prepaid, in an envelope addressed to the Principal at any place where his office is regularly maintained for the transaction of business. Claims for sums withheld as retainage with respect to labor performed or materials furnished shall not be subject to the time limitations stated in this paragraph 3.

4. No suit or action shall be commenced hereunder by any claimant.

    a. Unless brought within one year after the day on which the person bringing such action last performed labor or last furnished or supplied materials, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, the limitation embodied within this bond shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

    b. Other than in a Virginia court of competent jurisdiction, with venue as provided by statute, or in the United States District Court for the district in which the project, or any part thereof is situated.

5. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder.

Signed and sealed this_____day of_____, 2004.

(SEAL)

Unisys Corporation/Principal

_____   By:
_____
            Witness   *Title:*

_____(SEAL)
Surety

                                                  By:

_____
Attorney-in-Fact

Typed Name: _____

       My Power of Attorney is recorded in the Clerks Office of the Circuit Court of
Virginia in Deed Book_____, Page_____, and has not been revoked.

                                                    Attorney-in-Fact

AFFIDAVIT AND ACKNOWLEDGMENT OF ATTORNEY-IN-FACT

COMMONWEALTH OF VIRGINIA

(or, alternatively, Commonwealth or State of _____)

CITY / COUNTY OF _____, to-wit:

I,   the   undersigned   notary   public,   do   certify   that

_____personally appeared before me in the jurisdiction

aforesaid   and   made   oath   that   he   is   the   attorney-in-fact   of

_____ , the Surety, that he is duly authorized

to execute on its behalf the foregoing Bond pursuant to the Power of Attorney noted

above, and on behalf of said Surety, acknowledged the aforesaid Bond(s) as its act and deed.

Given under my hand this _____ day of _____ .

_____ (SEAL)
Notary Public
My   Commission   expires:

_____

APPROVED:

_____
Attorney General / Designee   Date

Attachment - E

Definitions : Following are explanations of terms appearing throughout this contract.

Activity	An element of work performed during the course of a project, normally having expected durations, expected cost, expected resource requirements.
Approved	To accept as satisfactory.
Areas of Responsibility	Used to define the person or organizational entity responsible for specific policy areas, processes, and procedures as identified.
Authorization	The power granted by management to specific individuals allowing them to approve transactions, procedures or total systems
Baseline	The original plan for a project, a work package or an activity, plus or minus approved changes. Usually used with a modified e.g cost baseline.
Benchmark	A measurement or standard that serves as a point of reference from which process performance is measured.
Change in Scope	A change in objectives, work plan, or schedule that results in a material difference from the terms of previously granted approval to proceed.
Code of Virginia	A complete list of Virginia Laws; Title 24.2 of the Code of Virginia is called the Virginia Election Laws.
Conditions	The key circumstances, situations, etc. that are causing concern, doubt, anxiety or uncertainly.
Contingency Planning	The development of a management plan that identifies alternative strategies to be used to ensure project success.
Contract	Any type of agreement or order for the procurement of goods or services.
Unisys	The successful offeror selected in response to this RFP.
COTS	Commercial-Off-The-Shelf application package.
Criteria	A standard rule, or test on which a judgment or decision can be based
Customer	The ultimate users of a product or service
Deliverable	Any external concept, work, invention, information, software, design, configuration, codes processe other ideas and materials to complete a project and subject to approval by the project sponsor
Development	The actual work performed to accomplish, effect, or bring about the project.
Guidelines	Directives and specifications similar to standards, but advisory in nature and are not binding.
Initiation	Committing the organization to begin a project plan.
Mandatory	Required by order stipulated, and may not be waived
Milestone	A significant event in the project; completion of a major deliverable
Monitoring	The capture, analysis, and reporting of project performance, usually as compared to plan.
Scope	The sum of the products and services to be provided as a project
Statement of Work	A narrative description of products or services to be supplied under the contract
Team Member	Any individual, responsible for some aspect of the project activities, and reporting either in part or full time to the project manager.
Testing	The actual test of the product or processes created within the development phase of the project.
Verification	The process of determining whether or not the product of a given phase of a project fulfills the established requirements.

Attachment F

Responsibilities Matrix

1.1	**Environment:** Provide, monitor and maintain data center space, environment, power, and connectivity	VITA
1.2	**Environment:** Operate, space, power and physical security for 24x7x365 availability	VITA
1.3	**Security:** Provide & Monitor center physical security	VITA
1.4	**HW & SW:** Provide, install hardware and system software required for System	Unisys (optional) VITA
1.5	**HW & SW:** Operate and manage center hardware and system software	VITA
1.6	**Performance:** Monitor hardware and system software health and performance and service levels	VITA
1.7	**Repair:** Repair/replace hardware and system software in event of failure	Unisys, VITA
1.8	**Business Continuity:** Perform backup/restore of Server Images in event of hardware component failure and replacement using procedures provided by Unisys	Unisys, VITA
1.9	**Logs:** Communicate any planned infrastructure changes to Unisys and keep logs of all changes for troubleshooting purposes	VITA
2.1	Monitor the system for performance and availability	VITA
2.2	Monitor system events and alerts	VITA
2.3	Perform capacity planning and monitor and manage system resources (CPU, disk space, etc.)	VITA
2.4	Monitor VERIS server operating systems, web servers, application servers, databases and SAN	VITA
2.5	Manage IP addresses	VITA
2.6	Tune servers for performance on a regular schedule	VITA
2.7	Identify application system functional problems	Unisys, VITA

2.8	Identify performance and availability problems	Unisys, VITA, SBE
2.9	Diagnose performance and availability problems	VITA
2.10	Diagnose application system functional problems	Unisys
2.11	Test required system software patches and upgrades	Unisys, VITA
2.12	Provide required system software patches and upgrades with installation and configuration instructions	Unisys, VITA
2.13	Apply required system software patches and upgrades, based on Unisys instructions	Unisys, VITA
2.14	Restore system image onto new server from backup in event of server failure	VITA
2.15	Communicate level of effort required to meet changes in business or technical requirements	Unisys
2.16	Manage recovery backup data center in event of primary data center failure	VITA
2.17	Restore primary data center hardware and software upon repair of primary data center failure	VITA
2.18	Maintain Disaster Recovery processes and plans	VITA, SBE
2.19	Periodically test Disaster Recovery processes and plans	VITA, SBE
2.20	Execute Disaster Recovery processes/plans in case of disaster	VITA, SBE
2.21	Communicate any planned System changes to Unisys and keep change logs for troubleshooting purposes	VITA, SBE
2.22	Applying and monitoring virus protection	VITA
2.23	Managing dynamic host configuration protocol (DHCP)	VITA
3.1	Inform SBE of upcoming scheduled maintenance	Unisys, VITA
3.2	Inform SBE of required system software upgrades	Unisys, VITA
3.3	Configure application software upgrades to meet functional, security and performance specifications	Unisys
3.4	Provide required application software patches and upgrades with installation and configuration instructions	Unisys

3.5	Implement application software upgrades based on Unisys instructions	Unisys, VITA
3.6	Maintain application software upgrades	VITA
3.7	Optimize application software upgrades in conjunction with System upgrades and maintenance	Unisys, SBE
3.8	Manage and maintain directory permissions and Login Scripts	VITA
3.9	Maintain application table values	VITA
3.10	Analyze gaps in service levels and recommend changes necessary	Unisys, VITA, SBE
3.11	Troubleshoot and resolve Tier 1 Issues	VITA, SBE
3.12	Troubleshoot and resolve Tier 2 System Issues	Unisys
3.13	Troubleshoot and resolve Tier 3 System Issues	Unisys
3.14	Identify and estimate bug fixes and enhancements	Unisys
3.15	Communicate with SBE effort required to meet changes in business or technical requirements	Unisys
3.16	Develop and test upgrades, bug fixes and enhancements	Unisys
3.17	Manage development and release of releases	Unisys
3.18	Implement upgrades and enhancements based on Unisys guidelines	VITA
3.19	Communicate any planned system changes to Unisys and keep change logs for troubleshooting purposes	VITA, SBE
3.20	Tune application for performance to maintain service levels	Unisys, VITA, SBE
4.1	Provide and manage System network infrastructure	VITA
4.2	Support System network infrastructure	VITA
4.3	Manage Domain Name System (DNS) directory services	VITA, SBE
4.4	Manage and maintain user network access accounts and privileges	VITA, SBE
4.5	Monitor network processes	VITA
4.6	Monitor network health and performance	VITA
4.7	Troubleshoot System network Issues (degradation, failure)	VITA

4.8	Maintain network infrastructure	VITA
4.9	Communicate any planned network changes to Unisys and keep change logs for troubleshooting purposes	VITA, SBE
4.10	Manage and maintain Access Control List and firewall rule sets	VITA, SBE
5.1	Managing user/group account and security	VITA, SBE
5.2	Monitor and tune database performance	VITA
5.3	Manage SQL Clusters services and high availability capability	VITA
5.4	Configure, manage and troubleshoot SQL Clusters services and high availability, capability	Unisys, SBE, VITA
5.5	Backup and restore server images and application data	VITA
5.6	Perform system backups (daily, weekly, and monthly)	VITA
5.7	Perform transaction log backups	VITA
5.8	Provide MS SQL Server upgrade with installation and configuration instructions	Unisys
5.9	Install MS SQL Server upgrade based on Unisys instructions	Unisys, VITA
5.10	Provide data conversion script, if required for new release of application	Unisys
5.11	Perform and run data conversion script, if required for new release of application	Unisys, VITA
5.12	Communicate any planned database changes to Unisys and keep change logs for troubleshooting purposes	VITA, SBE
6.1	Implement virus protection updates (keep the servers updated with the latest virus definition files)	VITA
6.2	Monitor and take actions to address system intrusions in progress intrusion detection system	VITA
6.3	Maintain and manage Active Directory domain policies	VITA
6.4	Manage and maintain user and group accounts and authorization	VITA, SBE
6.5	Manage and maintain directory permissions	VITA, SBE
6.6	Manage and maintain table permissions	VITA,SBE
6.7	Manage and maintain firewall rules and configurations.	VITA, SBE

6.8	Manage and maintain the Access Control Lists (routers)	VITA
6.9	Manage the server SSL certificates	VITA, SBE
6.10	Communicate any planned security changes to Unisys and keep change logs for troubleshooting purposes	VITA, SBE